

1. Packet

Documents:

[JUNE 26, 2018 COUNCIL PACKET.PDF](#)

2. Supporting Meeting Documents

Documents:

[JUNE 26, 2018 COUNCIL ADDITIONAL ATTACHMENTS DISTRIBUTED AT MEETING.PDF](#)

[JUNE 26, 2018 AMENDED AGENDA AND FINAL ATTACHMENTS.PDF](#)

3. Meeting Audio

- [MEETING \(WMA\)](#)
- [RETURN TO OPEN SESSION \(WMA\)](#)

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**ASHLAND CITY COUNCIL MEETING**  
**Tuesday, June 26, 2018 - 6:15 P.M.**  
**Ashland City Hall Council Chambers**

**Please silence all cell phones during the meeting.**

1. **CALL TO ORDER**
  - A. Roll Call
  - B. Moment of Silence
  - C. Pledge of Allegiance
2. **APPROVAL OF AGENDA (Voice)**
3. **APPROVAL OF MINUTES** of the June 12, 2018 Council and Committee of the Whole Meetings  
**(Voice)**
4. **CITIZEN PARTICIPATION PERIOD (Clerk reads rules prior to public comments)**
5. **MAYOR'S REPORT**
6. **CONSENT AGENDA** (*Includes items that were unanimously approved by Committee of the Whole*)  
**(Voice)**
  - A. Operator's Licenses
  - B. Miscellaneous Minutes
7. **Old Business**
  - A. Approve Berm Agreement and 4<sup>th</sup> Amendment of Cooperation and Access Agreement with Northern States Power of Wisconsin (NSPW) (*Mayor*) **Roll**
8. **New Business**
  - A. Due Process Hearing, Discussion and Action to Determine Residency Status and Eligibility for Office of Ward 2 Councilor (*City Attorney*) **Roll**
  - B. Approve the Original and Renewal Class B Combination Alcohol Beverage Retail License Applications for Solstice Outdoors, LLC (Officer/Agent David Winston Gellatly) for Sandbar at 2521 Lake Shore Drive West (*Clerk*) **Voice**
  - C. Approve to Accept a \$150,000 Grant from the Otto Bremer Foundation for Use in the Phase I: Diamond Access Construction Project for the Ashland Ore Dock (*Parks and Recreation*) **Voice**
  - D. Approve to Enter into an Agreement with Fahrner Asphalt Sealers, LLC for the 2018 Line Marking Project (*Public Works*) **Voice**
  - E. Approve a Resolution Accepting the Workmanship of Jake's Excavating & Landscaping, LLC, and Approve the Final Payment for the 2017 Fifield Row Sanitary Sewer Project and the Sanborn Avenue Water Main Replacement Project (*Public Works*) **Voice**

- F. Approve a Resolution to Issue a Conditional Use Permit to Construct a New Government or Community Service Facility/Police Station in the Mixed Residential/Commercial (MRC) District, Parcels #201-00361-0000, 201-00361-2000, Applicant: City of Ashland (*Planning and Development*) **Voice**
- G. Approve a Resolution for Ratification of the City of Ashland Disaster Declaration, Ashland County, Wisconsin for the Flooding Event on June 15, 16, & 17, 2018 (*Mayor*) **Voice**
- H. Approve Ordinance to Amend Chapter 544 (1026), Ashland City Ordinances, Vehicular Stopping and Parking (*Clerk*) **Voice**
- I. Approve an Ordinance to Create a Sustainability Committee (*Planning and Development*) **Voice**
- J. Approve to Accept Wisconsin Department of Natural Resources Stewardship Grant for \$300,000 to be used in for Ashland Ore Dock Redevelopment (*Parks and Recreation*) **Roll**

**9. CLOSED SESSION**

A. Closed Session per Wisconsin Statute 19.85 (1)(g): "Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved." (*Ashland Highway 2 Sewer Litigation*)(*Mayor*) **Roll**

**B. Return to Open Session**

**C. Action and/or Reporting on Closed Session Discussion and Action**

**10. ADJOURNMENT**

*The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.*

*NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048*

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**Ashland City Hall Council Chambers**  
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**PRESENT:** Richard Ketring, Sarah Jackson, Kate Ullman, Ana Tochterman, David Mettille, Kevin Haas, Charles Ortman, Elizabeth Franek, Dick Pufall

**ABSENT:** Holly George (excused), Jackie Moore (excused)

**ALSO PRESENT:** Mayor Deb Lewis, City Attorney Tyler Wickman, City Clerk Denise Oliphant, Police Chief Jim Gregoire, Public Works Interim Director Jim Struck, Public Works Manager Sharon Campbell, Planning and Development Assistant Megan McBride, Concerned Citizens

**Agenda Item 1: Call to Order**

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

**Agenda Item 2: Approval of Agenda**

Mettille moved, Haas seconded a motion to approve the agenda. The motion carried unanimously by voice vote.

**Agenda Item 3: Approval of Minutes of the May 29, 2018 Council and Committee of the Whole Meetings**

Franek moved, Ketring seconded a motion to approve the minutes of the May 29, 2018 Council and Committee of the Whole meetings as presented. The motion carried unanimously by voice vote.

**Agenda Item 4: Citizen Participation Period**

*Jim Gregoire, 812 3<sup>rd</sup> Avenue West,* thanked the Councilors for taking the time to tour the current Police department. He also stated he received word from Gary King, District Attorney from Eau Claire County, of his recent submission of his findings to DCI for approval regarding the shooting that took place in the City of Ashland in October of 2017, and that he should be expecting a report in the near future.

**Agenda Item 5: Mayor's Report**

Mayor Lewis reminded Council of the upcoming retreat on June 21, 2018, and passed out the agenda to Councilors for the meeting. The City will be going through an audit for 2017 during the next week. The search for a City Administrator continues as the Hiring Committee will be conducting phone interviews later in the week. Lewis asked Council to be available on the morning of June 25, 2018 for possible personal interviews of the final three candidates. The City is in receipt of a grant from the Bremer Foundation for \$150,000 to benefit the ore dock project. Bob Miller has retired from the City as of June 6, 2018 after 38 years as Building Inspector. A Landlord Forum is scheduled for June 14, 2018 at the Fire Department Community Room from 6:00 to 8:00 p.m.

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**Agenda Item 5A: Appointments**

Mettille moved, Ketring seconded a motion to approve the Mayor's appointments. The motion carried unanimously by voice vote.

Municipal Library Board

James Crandall, Bayfield County Representative, term expires: April 17, 2021

Housing Committee

Kathy Beeksma, City Housing Authority Rep., term expires: October 1, 2018

**Agenda Item 6: Consent Agenda**

Mettille moved, Haas seconded a motion to approve the Consent Agenda. The motion carried unanimously by voice vote.

**Agenda Item 6A: Operator's Licenses**

Jasmine L. Bietka  
 Christel L. Sketch

Carter A. Lund  
 Dawn M. Karst

Lesley A. Sederholm

**Agenda Item 6B: Miscellaneous Minutes**

**Agenda Item 6C: Planning and Development Report – May, 2018**

**Agenda Item 6D: Approve an Ordinance to Amend Chapter 922 (1488), Ashland City Ordinances, Alcoholic Beverages Regulation (Clerk)**

The City Clerk's office has received an application by a newly founded organization for an alcohol beverage license. There are a few discrepancies in the current City Ordinance 922 pertaining to Alcohol licensing that need to be clarified by the Council prior to the Clerk's ability to process the application.

On May 31, 2016, the Ashland City Council voted to approve the following:

Restrictions Related to Other Uses. No Class A or Class B intoxicating liquor or fermented malt beverage license shall be issued for any premise which is used as a laundromat; or for any premise which is not used primarily for the sale of gasoline, groceries and/or bait, as a restaurant, or for the sale of intoxicating liquor and fermented malt beverages. This waives the more stringent previous restrictions in light of the incoming Kwik Trip convenience stores. At this meeting, the quota for

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Class "A" Fermented Malt Beverage licenses was removed from the ordinance. Currently, there are only quotas for "Class B" Intoxicating Liquor licenses and "Class A" Intoxicating Liquor licenses.

In September, 2017, the City Council voted to gradually lower the quota for "Class B" Intoxicating Liquor licenses from its then current 26 to 16, in order to better reflect the decreasing population of the City of Ashland.

Chapter 922.40 Local Options.

The State of Wisconsin imposes several restrictions on the alcohol beverage licenses that are allowed to be permitted by municipalities. State Statutes allow municipalities to impose more stringent restrictions in some cases related to the number of licenses allowed and the types of businesses and venues that can be licensed.

The proposed changes to Ordinance 922 are explained below as follows.

1) In 922.30(b) Class "B" Fermented Malt Beverage there are exceptions listed for holding licenses for: bona fide clubs, state, county or local fair associations, agricultural societies, lodges or societies that have been in existence for more than six months. The reference to "922.03(c)(1)" in this paragraph is a typographical error which needs correcting as it does not exist in the Ordinance. Additionally, as a result of the Council action taken in 2016, the reasoning listed for holding a Class "B" fermented malt beverage license is obsolete due to the fact that the Council previously determined to remove the quota for Class "B" Fermented Malt Beverage licenses, regardless of the organization's status of being a club. It is recommended to remove this paragraph in its entirety for clarity.

2) Para. 922.40 (g) Failure to do Business discusses the need for businesses granted a Class A or Class B intoxicating liquor or fermented malt beverage license, to be open for business for a designated length of time. If the business is unable to comply, the license will be subject to revocation. Within the last sentence of this paragraph, exceptions are outlined:  
*"This subsection shall not apply to the licenses held for the Bay Area Civic Center premises or by the Ashland Women's Softball Association for Hodgkin's Park."*

Since the adoption of this section, there are two licenses which have been held for the purpose of these distinct organizations. The Ashland Women's Softball Association has not requested re-issuance for an alcohol license for a number of years, and it can be safely assumed at this point that the license is no longer required or desired. Also, the sentence does not designate the type of license that is being held aside for either organization. It is recommended that this sentence be rewritten as follows, to eliminate the Ashland Women's Softball Association, and clarify the type of license being held for the Bay Area Civic Center:

*"This subsection shall not apply to the "Class B" Intoxicating Liquor/Class "B" Fermented Malt Beverage license held for the Bay Area Civic Center premises."*

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Effect of Changes

A current applicant is requesting to obtain a "Class B" Intoxicating Liquor/Class "B" Fermented Malt Beverage license for a newly organized club. With the above housekeeping changes, the Council needs to determine the next steps in granting alcohol beverage licenses. Of the long time quota of 26 "Class B" Combination licenses, 24 are currently occupied and one is held for the Depot, which leaves the 26<sup>th</sup> license potentially available.

Some options to consider include the following:

*Option A:* The Council voted by Ordinance 2017-1898 in September, 2017 to gradually lower the quota for "Class B" Intoxicating Liquor licenses from its current 26 to 16 in order to better reflect the decreasing population of the City of Ashland. In keeping with the decision by the previous Council, it is the Council's prerogative to retire the 26<sup>th</sup> available "Class B" license and reduce the total number to 25.

*Option B:* Without retiring the 26<sup>th</sup> newly available "Class B" Combination license, Council could potentially keep this license active and available to applicants.

*Option C:* Council could determine to use the recently "found" "Class B" Combination license to be set aside as it has for other certain instances, and designate as it has in the past, for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application. Stipulations, as in the past, can be placed on such license specifically for bona fide clubs, such as an effective term of six months, and possibly the hours of operation, such as less than 20 hours per week, if Council desires.

*Option D:* Allow clubs to purchase a Class "B" Fermented Malt Beverage license at the rate of \$100 annually, or purchase a special six-month Class "B" Fermented Malt Beverage license for one-half, or \$50, or require the club to purchase a Reserve "Class B" Combination license for the amount of \$10,000 as outlined in the ordinance.

At the May 29, 2018 Committee of the Whole meeting, Moore moved, Haas seconded a motion to approve the edits made to Chapter 922, Ashland City Ordinances, Alcoholic Beverages Regulation, as recommended. The motion carried unanimously by voice vote.

Moore moved, Mettelle seconded a motion to amend Chapter 922 by accepting *Option C:* Council could determine to use the recently "found" "Class B" Combination license to be set aside as it has for other certain instances, and designate as it has in the past, for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application. The motion carried unanimously by voice vote.

**(File #17441)**

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**Agenda Item 7: New Business**

**Agenda Item 7A: Presentation by Eagle Waste and Recycling, Inc. (Mayor)**

Jim Whittinghill and Scott Jaeger of Eagle Waste & Recycling were present to make a brief presentation and answered questions from Council concerning the existing recycling program and waste disposal services provided to City residents.

**Agenda Item 7B: Approve a Resolution to Combine Wards and Establish Polling Places for the August 14, 2018 Primary Election and Establish Polling Places for the November 6, 2018 General Election (Clerk)**

The Primary Election will be held on August 14, 2018, and the General Election will be held on November 6, 2018. The City Council is required to pass a Resolution for combining wards and establishing polling places.

Ketring moved, Ortman seconded a motion to approve a Resolution to combine wards and establish polling places for the August 14, 2018 Primary Election and establish polling places for the November 6, 2018 General Election. The motion carried unanimously by voice vote. **(File #17442)**

**Agenda Item 7C: Approve a Class B Combination Alcohol Beverage License Application (Including Officers and Agent Kelly Westlund) for Bay City Cultural Center for Bohemian Hall at 319 11<sup>th</sup> Avenue East and Determination of Their Status to be Considered a Club (Clerk)**

The City issues Alcohol Beverage licenses. The premises are inspected by the Planning Department, Fire Department and Police Department. Per Chapter 923 of Ashland City Ordinances, all licensees are required to be current on property taxes and other billings from the City (fines, utility bills, fees, etc.)

Bay City Cultural Center is applying for a Class B Combination Alcohol Beverage license for the Bohemian Hall at 319 11<sup>th</sup> Avenue East. The Council must determine that they are a Club. The organization has been in existence since August of 2017, Kelly Westlund and Nancy Szyndor are Officers, and they have developed Bylaws which also contains information about their meetings. If the Council does not approve them as a Club, they would need to pay a \$10,000 Reserve license fee for a Class B Combination license because the quota for licenses has already been reached.

The Council must determine if they approve this license and do they approve Bay City Cultural Center as a Club. If approved, the license is contingent upon 1) Agent taking Responsible Beverage Server's course, 2) proof of Seller's Permit, and 3) approval by Planning Department.

Lewis stated the Planning department's approval was no longer a contingency in obtaining a license. Pufall moved, Franek seconded a motion to approve the Class B Combination Alcohol Beverage

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license application for Bay City Cultural Center, including the officers and agent Kelly Westlund, for the Bohemian Hall at 319 11<sup>th</sup> Avenue East contingent upon Agent taking Responsible Beverage Server’s course and proof of Seller’s Permit, and to approve their status of a club. The motion carried unanimously by voice vote.

**Agenda Item 7D: Approve Berm Agreement and 4<sup>th</sup> Amendment of Cooperation and Access Agreement with NSPW (Mayor)**

Northern States Power of Wisconsin (NSPW) had dredged sediments at the Ashland Northern States Power Lakefront Superfund Site pursuant to a Consent Decree between the U.S., State of Wisconsin, and NSPW, approved by the U.S. District Court for the Western District of Wisconsin on March 1, 2017.

The City of Ashland and NSPW are parties to a Cooperation and Access Agreement, as amended, under which the City generally granted NSPW access to City Property (as that term is defined in the Access Agreement, as amended) at the Site for the purpose of performing work as defined in the Access Agreement. NSPW had placed stone to create a temporary rock berm at the north tip of the West Peninsula adjacent to the Marina. The Final Design allowed for the berm to be left in place if the City proposed to keep it as a permanent structure provided the City obtain a permit under chapter 30 of the Wisconsin Statutes (“Chapter 30 Permit”) from the Wisconsin Department of Natural Resources for that purpose.

The Harbor Commission and the City of Ashland both propose to keep the berm as a permanent structure and are pursuing a Chapter 30 Permit for that purpose. NSPW requested the agreements as a condition of leaving the Berm in place. The Agreements were reviewed and negotiated by Richard Yde, one of the attorneys from Stafford Rosenbaum, Madison, who represented the City in the Superfund litigation which was concluded in 2014.

Mike BeBeau of Xcel Energy was available for questions and discussion with Council. After much deliberation, Ortman moved, Ketring seconded a motion to disapprove the Berm Agreement and 4<sup>th</sup> Amendment of Cooperation and Access Agreement with NSPW, and return the item for further discussion with Attorney Yde no later than June 26, 2018. The motion carried unanimously by voice vote.

**Agenda Item 7E: Approve Submerged Lands Lease Agreement (Parks & Recreation)**

Approximately one-hundred years ago, some of the lakebed of Lake Superior adjacent to the lands currently owned by the City of Ashland near what is now known as Kreher Park, was filled and used for various industrial purposes. The State of Wisconsin has recently decided that without appropriate state authorization, the use of such lands would constitute a trespass upon the lakebed. The City was seeking authorization from the State of Wisconsin through the Bureau of Public Lands in order to

place and/or maintain such fill and improvements on the lakebed in order to continue to provide public access to Lake Superior.

The Wisconsin Department of Natural Resources (DNR) reviewed the Lessee's planned physical changes to the lakebed fill area and issued Findings of Fact and Conclusions of Law pursuant to Wis. Stats. Section 30.11(5) that such physical changes were consistent with the public interest in public trust lands.

The terms and conditions of the lease were negotiated over several months by former City Attorney David Siegler and Attorney Richard Yde of Stafford Rosenbaum in Madison. The City would become unable to apply for grant funding for development of Kreher Park and the Superfund site post-remediation absent a signed lease agreement.

Ketring moved, Haas seconded a motion to approve the Submerged Lands Lease agreement. The motion carried 7-2 by roll call vote; opposed were Ortman and Franek.

**Agenda Item 7F: Approve Professional Services Proposal with Cedar Corporation for the 2018 Public Works Facilities Improvements Project (Public Works)**

At the April 17, 2018 City Council meeting, the Council approved entering into a three year agreement with Cedar Corporation for engineering services.

The Interim Public Works Director, Facilities Foreman, and Utility Foreman met in May with Cedar Corporation to assess multiple City facility roofs, HVAC systems and masonry work. Eight different facilities were assessed, six of those being Wastewater Utility, one being the Water Treatment facility and one being the Public Works facility. The roofs and the HVAC systems at the Wastewater facilities are over 27 years old and are in need of repair and replacement. The Public Works facility roof is over 23 years old.

Cedar Corporation provided the City with a proposal to provide building design services associated with the project as well as bidding services and contract administration services. Design services include the field investigation of the repairs/renovations and replacement for each building. Design would include analysis of the deficiencies and existing plans to develop design solutions to repair or replace the deficiency. The tuck-pointing design would include an assessment of the tuck-pointing and roof conditions to develop. The roof replacement would include an assessment of what roof components can be utilized in the new construction, assessment of adding additional insulation and membrane replacement. HVAC design assumes that replacement of each building and assumes no control or gas piping work. No regulatory approvals were anticipated as part of the project.

Bidding services and contract award were included in the proposal. Contract administration included interpretation of the drawings and specifications, administration of preconstruction conference, preparation of field orders and change orders, review of submittals for conformance with the

contract documents, review pay applications, weekly site visits, review of closeout documents, preparation of final punch list and coordination of owner training.

The schedule for this project is tight and of importance as the Wastewater Utility experienced HVAC issues at multiple sites during the prior winter. The next step for Cedar Corporation after the agreement is approved was to begin the design. City staff and Cedar Corporation would work together on priorities for the project.

The Public Works Department recommended entering into the agreement with Cedar Corporation for the Design services.

Ketring moved, Ortman seconded a motion to approve the professional services proposal with Cedar Corporation for the 2018 Public Works Facilities Improvements Project in the amount of \$120,500. The motion carried 8-1 by roll call vote; opposed was Pufall.

**Agenda Item 7G: Approve to Purchase Tablets for Use by Council Members (Clerk)**

With a new City Council seated, the time was ripe to revisit the sustainability goal of converting to use of electronic tablets for City Council in lieu of paper agendas and exhibits. If successful, we expect to save considerable staff time, expense, and "trees" by reducing paper waste and also improve the ability to provide more timely information to Councilors.

At the May 29, 2018 Committee of the Whole meeting, Council approved to move forward with obtaining information regarding the implementation of tablets for use by Council.

A group of two Council members, the Mayor, the Clerk, and IT department met to discuss the pros, cons, options, and needs to support the use of the proposed tablets. Beyond the eleven Council members, it was agreed that one device each should be acquired for the Mayor, City Administrator, City Attorney, and City Clerk, totaling the purchase of fifteen units.

IT personnel researched various options of devices to compare ease of use, reliability, value and cost. The Apple iPad 6<sup>th</sup> Generation tablet is recommended for its universal programs and compatibility with software and systems already in place. A quote was obtained through CDW-G, a multi-brand technology solutions provider for businesses, government, and healthcare organizations. The unit price for each tablet is \$327.74 and a pad/case for each is \$42.54. In addition, it is recommended to initiate a three year warranty on each device to protect against both internal and hardware damage. The cost of \$81.79 per device is also provided through CDW-G.

During initial discussion at the Committee of the Whole meeting on May 29, 2018, Councilors inquired about the option to mark-up, highlight and make notes on the accessible documents on the tablets just as they do the paper copies of the packets. Adobe Reader will be downloaded onto each

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device at no charge to the City. This program is free and will allow the user to mark and highlight the document or make notes in a separate text box, with or without a stylus.

For security reasons, the IT department will need to maintain background control of the devices, and a separate software program will allow for the device to be locked up, shut down, or erased if it were lost or stolen to prevent a breach of potentially confidential information of the City's system. A program is needed that would allow the IT department to monitor not only the tablets for Councilors use, but all computers and laptops used by City staff, and provide a ticketing system for technical troubleshooting for IT personnel to better track issues, prioritize and serve staff. An initial estimate is approximately \$5,800 but is continued to be researched and is yet to be finalized.

Finally, the Clerk is continuing to search for the ideal board management software to enable staff to develop and produce the agenda packets in a professional and efficient manner to enable best practices and meeting management. On the receiving side, the product needs to be easy to locate and navigate within the document to continue a transparent line of communication. One particular product comes from Diligent Software Solutions who produces Board Docs, specifically created to support government entities. Results and cost estimates will be forthcoming.

The Clerk and IT Department recommend for Council to proceed with the purchase of tablets, cases and warranty protection for use by Council.

Ortman moved, Haas seconded a motion to approve the purchase of tablets in the amount of \$5,554.20 for use by Council members. The motion carried 8-1 by roll call vote; opposed was Pufall.

**Agenda Item 8: Adjournment**

Mettille moved, Ketring seconded a motion to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant  
City Clerk

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**PRESENT:** Richard Ketring, Sarah Jackson, Kate Ullman, Ana Tochterman, David Mettille, Kevin Haas, Charles Ortman, Elizabeth Franek, Dick Pufall

**ABSENT:** Holly George (excused), Jackie Moore (excused)

**ALSO PRESENT:** Mayor Deb Lewis, City Attorney Tyler Wickman, City Clerk Denise Oliphant, Public Works Interim Director Jim Struck, Public Works Manager Sharon Campbell, Planning & Development Assistant Megan McBride, Sustainability Intern Laura Loucks, and Other Concerned Citizens

**Agenda Item 1: Roll Call**

Roll call was taken by the Clerk.

**Agenda Item 2: Council President’s Report**

Council President Mettille reminded members of the Council Retreat on June 21, 2018. Mettille also asked for any interest in walking in the 4<sup>th</sup> of July parade.

**Agenda Item 3: Approval of the Agenda**

Mettille mentioned with Councilor George’s absence, she had requested to postpone Agenda Item 4 until the next meeting so that she could be present for the discussion. Haas moved, Ketring seconded a motion to approve the agenda with the removal of Agenda Item 4. The motion carried unanimously by voice vote.

**Agenda Item 5: Discussion Regarding Possible Participation by the City of Ashland in Xcel Energy’s Solar Garden (Sustainability Committee/Planning)**

Xcel Energy announced at the beginning of May that they have received enough subscriber interest to move forward with their plans to construct a 1-megawatt community solar garden in Ashland. All Ashland area Xcel energy customers now have the opportunity to buy portions of this garden in kWh and will receive a deduction on their energy bill based on the subscription amount. This is not a direct purchase of the solar panels – Xcel owns, operates, and maintains the panels. The subscription is valid for 25 years, after which time customers will have the opportunity to renew.

Given the City of Ashland’s commitment to sustainability initiatives through its status as an eco-municipality, the City’s Comprehensive Plan and membership as a Green Tier Legacy Community, the City should consider investing in a portion of this solar garden to offset their energy usage and monthly bills. A primary benefit of community solar is that the City would not be responsible for operation or maintenance, making the initial investment the only cost associated with the panels. Once subscribed, the City would begin receiving a deduction on all

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energy bills for the next 25 years. Participation would demonstrate the City's commitment to sustainability and be a positive step towards realizing the goal of procuring 25% of energy usage from renewable sources as outlined in the City's 25 by 25 plan.

An exhibit showed a cost breakdown compiled by the Center for Rural Communities demonstrating the cost and benefits of various subscription levels based on the City's average energy usage. Of note is that the upper limit per customer is 400kw, so the City of Ashland would at most be able to subscribe at a level that would offset about 50% of total energy usage. The total cost of a 400kw subscription would be \$640,000, with an annual bill credit of \$42,000 and a payback of 11.9 years (with 2% energy cost inflation). The Committee of the Whole was asked to discuss the possibility of the City of Ashland participating in Xcel's solar garden and, if interested, also discuss what subscription level would be in the best interest of the City to promote both its economic and environmental sustainability.

Megan McBride and Laura Loucks, along with Mike BeBeau of Xcel Energy, spoke of the program and answered questions from Council. Ketring moved, Jackson seconded a motion to proceed with participation by the City of Ashland in Xcel Energy's Solar Garden by means of the Sustainability Committee continuing to work with Xcel representatives, and return to Committee of the Whole with their recommendations. The motion carried unanimously by voice vote.

### **Agenda Item 6: Discussion and Possible Action Regarding Monitoring Requirements for the Sanborn Avenue Sandpit (Mayor)**

The existing Sanborn Avenue Sand Pit had been in operation in the current location since 1923. Currently, the property is zoned Future Development (FD). From a zoning standpoint, this use is considered a *legal, non-conforming use*. What this means is the use was established legally/was permitted to be established, but is not a permitted use in the FD district per the current zoning ordinance. The FD district allows the use with the issuance of a Conditional Use Permit (CUP), but absent that permit, the use is considered to be non-conforming. A non-conforming use is allowed to continue on a site as it currently operates; any enlargement or expansion of the use on the property would require a Conditional Use Permit to be obtained. Should the use cease for a period of more than 12 consecutive months (or for 12 months during any 3-year period), the use could not be re-established at the site unless a Conditional Use Permit is obtained.

The property/operations were recently been sold to a new owner/operator, McCabe. Conditional Use Permits generally transfer to a new purchaser of the property. At the time of issuance of a Conditional Use Permit, the City could place a condition of approval that the use only be allowed for a certain time period or could impose periodic reviews. However, since this use was instituted many years ago and was permitted at that time, the use was not subject to any conditions. As such, the new owner does not need a new Conditional Use Permit to

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continue operations (but will need to obtain a Conditional Use Permit if they expand operations).

With regards to monitoring requirements, the City will continue to enforce the ordinances it has with regards to noise, odor, dust control/air pollution, vibrations, and lighting. The property must also continue to operate in conformance with Chapter NR 135, Wisconsin Statutes, which is administered by Ashland County through its Non-Metallic Mining Reclamation Ordinance. The Planning Director was not familiar with the Ashland County Non-Metallic Mining ordinance requirements, and therefore, was not certain of any regulations that may be enforced or permitting that may be required for the new owner. There was an existing reclamation plan for the site, and it was the Planning Director's assumption the new owner will be subject to operating under the premise of that existing plan.

Individuals recognized to speak to the Council were Citizen Brian Miller, former owner of the sandpit Bill Kacvinsky, and current owner and operator of the sandpit David McCabe. Throughout discussion, it was determined to provide written and dated documentation to Mr. Miller regarding the reclamation plan in place for the sandpit, what the rules are, and who is responsible to monitor the operations of the sandpit.

**Agenda Item 7: Adjournment**

Ketring moved, Franek seconded a motion to adjourn. The motion carried unanimously by voice vote.

Respectfully submitted,

Denise Oliphant  
City Clerk



# AGENDA BILL

Ref: 134

COMMITTEE AGENDA:  
COUNCIL AGENDA: 6A (06/26/18)

**SUBJECT:** Operator's Licenses

**RECOMMENDATION:** Approval

**DEPARTMENT OF ORIGIN:** City Clerk

**DATE SUBMITTED:** June 20, 2018

**CLEARANCES:** Police Department

**EXHIBITS:** N.A.

**EXPENDITURES REQUIRED:** N.A.

**AMOUNT BUDGETED:** N.A.

**APPROPRIATION REQUIRED:** N.A.

**TREASURER'S CERTIFICATE:** N.A.

**COMPLIANCE WITH ORDINANCE 51:** Section 51.26 (b) of Chapter 51, Ashland City Ordinances, (Council Rules) permit the mayor and/or clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** N.A.

**RECOMMENDATION:** Approve Operator's Licenses

**SUMMARY STATEMENT:** The following individuals have applied for an operator's license:

- |                      |                     |                        |
|----------------------|---------------------|------------------------|
| Jennifer L. Bloss    | David M. Garrington | Luke A. Gilbertson     |
| Kevin G. Greene      | Brenda E. Hebert    | Patricia A. Hmielewski |
| Shanaya C. Hoopman   | Tina L. Jenicek     | Cindy L. Korpela       |
| Alexia E. Lawver     | Allison E. Maple    | Roxanne Rikkola        |
| Karly A. Schultz     | Lisa A. Sturgal     | Shanne E. Thomson      |
| Skyler J. Viano      | Thomas J. Wood      | Brian J. Kowalczyk     |
| Teresa M. Stephenson | James C. Bertheaume | Elizabeth Erickson     |
| Stephen N. White     | Ellie A. Zimmer     | Chayce L. Larson       |
| Diane K. Anderson    | Bruce J. Sanford    | Kelsey R. Rife         |
| Gillian S. Spivack   | Peter J. Allen      | Thomas H. Tardiff      |
| Barbara J. Sanchez   | Michael D. Welty    |                        |

**City of Ashland- Housing Committee Meeting Minutes**

A meeting of the Ashland Housing Committee was held on **Wednesday, May 9, 2018 at 8:30 a.m.** in the **Ashland City Hall Council Chambers**

**Committee Members Present:** Mayor Lewis, Ana Tochterman, Ginger Nuutinen, Betty Harnisch, Bob Miller

**Committee Members Absent:** Mark Hoglund, Liz Franek

**In Attendance:** Liz Seefeldt (representing the BRICK in place of Sam Ray), Kathy Beeksma (representing the City of Ashland Housing Authority in place of Jen Lucius), Sheldon Johnson (representing Northwest Regional Planning Commission)

**Staff Present:** Megan McBride, April Kroner

Mayor Lewis opened the meeting at 8:30 a.m.

**Agenda**

1) **Consent Agenda**

Motion to approve the agenda by Betty Harnisch. Seconded by Ana Tochterman. Passed unanimously.

2) **Approval of minutes from April 11, 2018**

Motion to approve minutes by Ginger Nuutinen. Seconded by Ana Tochterman. Passed unanimously.

3) **Citizen Comments**

No comments.

4) **Old business**

a) Updates on progress with:

i. Property Maintenance

Bob Miller provided the following updates on property maintenance:

- Accessory structures: Work continues on identifying dilapidated accessory structures and sending out letters requiring repair or removal. Currently working with 14 properties identified as having the worst accessory structures as previously identified last summer and also by recent drive by inspections. Removing these structures will be the main focus of this summer's structural property maintenance enforcement efforts.

- 107 N 9<sup>th</sup> Ave E- The owner has secured estimates and plans to move in with his brother and to demolish the house this spring/summer. HIP will assist with up to \$2,000 of this demolition cost.

- 600 Main St E- This property has been purchased by Zakovec and I met with them to discuss their plans. They have already purchased the windows and plan to begin work soon. They are planning to give the exterior a new look with a possible stone façade, new awnings and exterior paint. They are working with Crossroads who plan to utilize the building for transitional housing for recovering addicts. These future tenants will be doing a large part of the interior renovation work. The Zakovecs are also planning to have some sort of retail space on the first floor along Main Street.

- 612 6<sup>th</sup> St W- Property has been tentatively purchased by Mattson properties according to his property manager however this sale did not happen as the current owner owes more than the property is worth. I have asked the current owner to clean up the junk and debris in and around the house and garage that others have been dumping there. This cleanup should be completed by now. The current first mortgage holder is in the process of foreclosing on the property.

- 319 16<sup>th</sup> Ave E- The County has postponed taking this on tax deed but is expected to reconsider sometime this spring.

- 513-515 Main St W- People's Bank has allowed the Chamber to decorate the storefront windows and they have already made many of the required exterior improvements.

- 600 16<sup>th</sup> Ave W- Have been working with this homeowner and will be assisting with the needed improvements through a partnership of CDBG funds, private funds and the Ashland County weatherization program.

- 101 14<sup>th</sup> Ave E- This property recently sold and the new buyer has commenced repairs.

ii. CDBG

Bob Miller provided a written update of the CDBG RLF current balance and ongoing activities.

iii. HIP

Megan McBride provided a written update of upcoming HIP projects and her recommendations for additional approvals.

b) Update on WI Act 317

Megan McBride provided an update on WI Act 37, which effectively gives communities the authority to require mandatory inspections of rental properties in specifically identified targeted zones. Additionally, the maximum fee that can now be charged for rental registration is \$10, so the City's ordinance will be amended accordingly.

Mayor Lewis suggested we determine how large the zones can be, and pointed out that some of the preliminary work to identify these areas has already been completed through the Comp Plan process and the committee's past identification of "hot spots."

Ana Tochtermann said that some of the data they have from the housing study could be used to identify areas as well.

- c) Review and make recommendation on proposed contract with NWRPC to administer local CDBG-RLF program starting June 1, 2018.

Sheldon Johnson, the Executive Director of Northwest Regional Planning Commission (NWRPC), provided an overview of the organization. It is a county-based, quasi-public governmental entity with a Board of Directors made up of County Board chairs and a representative of the five tribal nations in the region. There are 10 counties under their jurisdiction with a population base of about 175,000 people. The four primary services that they contract with local governments for are 1) housing, 2) community planning and development (coastal management, planning, grant writing, GIS, etc.), 3) environmental services program, and 4) business assistance (administration of 8 revolving loan funds and incubator/enterprise facilities). Dick Pufall is currently the representative for our area and serves on the 11-member Board of Directors which meets monthly and also their 31-member Commission which meets twice a year.

Mayor Lewis asked him to describe their funding sources.

Sheldon Johnson explained that they are an Economic Development Administrative and therefore receive both state and federal funds. He listed some agencies they receive funding through including HUD, DOT, and Coastal Grant Management funds through the Department of Administration.

Mayor Lewis asked for an overview of how the CDBG program would work under NWRPC if the City approves the proposed contract.

Sheldon Johnson explained that they administer 19 community revolving loan funds currently, and the City of Ashland would be number 20. They also administer the regional 10 county CDBG program. They have five staff members who work full or part time with their CDBG program. They would also prepare the City's annual report that must be submitted to the DOA as well as the single audit letter. Property owners are responsible for finding contractors, but NWRPC will offer assistance if needed.

Mayor Lewis asked what the average turnaround time is for a project.

Sheldon said that from the beginning of the process to project completion it is usually about 6-8 months but is very dependent on the scope of the project. Applications that are submitted are reviewed within a week.

Mayor Lewis asked him to clarify the payment arrangement.

Sheldon Johnson explained that through the CDBG program 15% of all loans that are repaid go into an administrative fund, which they would use to cover staffing costs. The City currently transfers this money into the working fund since Bob Miller has

performed these services in-house. There is no fee per month with NWRPC, so it is just based on the projects they do and they can draw up to the 15% after a project is completed.

April Kroner clarified that if the City's RLF fund runs out they can access the regional fund to get more projects completed.

Bob Miller asked where files will be kept on active and past projects.

Sheldon Johnson said that they can store and manage all active files, and this is what they do for their other current clients. He said it can be done differently if the City prefers, but this is what they do for the other communities they work with.

Bob Miller asked how they work with the local government to get checks cut for project payments.

Sheldon Johnson explained that for the other communities they manage they will send the request for payment to the local unit of government who can then cut the check from their CDBG account. NWRPC however will do all of the journaling, financial tracking, and verification of LMI eligibility data collection that is required for the CDBG program.

Ana Tocherman asked how NWRPC's staff would work with the Housing Committee on approving projects.

Sheldon Johnson said that they will follow whatever procedure the City determines. For some communities they manage they have been granted authority to approve/deny projects, and for others they work with a group such as the Housing Committee to obtain approvals. They will not bring projects to the Housing Committee that they would recommend for denial. For more complicated projects they will have somebody on the phone or in person at the Housing Committee meeting to explain, otherwise they will attend on an as-needed basis and materials will be provided to the committee to review and inform their vote. NWRPC still cannot provide information of the applicant's identity or where the house is located in the community per CDBG confidentiality rules.

Ana Tocherman asked if projects can be prioritized based on specific goals of the committee or areas they have identified to focus on for housing redevelopment.

Sheldon Johnson explained that they will not be prioritizing projects, and rather will operate on a first come, first served basis to ensure that the funds are getting back into the community and the City can tap into the regional fund to complete additional projects and make a larger impact.

Ana Tocherman asked how NWRPC advertises the program.

Sheldon Johnson said that they do a yearly press release, utilize the local unit of government's website and Facebook page, and work with staff and the local housing authority to make sure they are connecting people who are in need with the program.

Ginger Nuutinen asked what the scope of projects could be.

Sheldon Johnson explained that they do not do any cosmetic repairs, and focus on necessary renovations that have resulted from maintenance deferred due to the property owner's inability to pay for them.

Ana Tochterman asked if they could flag applications based on their location in certain identified zones by the committee.

Kathy Beeksma pointed out that this would also be helpful for tracking the impact of the program to see progress they are making in areas the Housing Committee has prioritized.

Ginger Nuutinen asked how often bankruptcy or foreclosure occurs.

Bob Miller said that there is usually about one per year, but the program has not lost a lot of money to foreclosures as they are usually able to negotiate.

Sheldon Johnson pointed out that the bank is typically in first position to be repaid, the City would always be in second with NWRPC in third.

Motion to approve the proposed contract with NWRPC by Ginger Nuutinen. Seconded by Betty Harnisch. Passed unanimously.

**5) New business**

- a) Set next meeting date and discuss possible agenda items  
 - The next meeting will take place on June 13<sup>th</sup>.

**6) Announcements**

No announcements.

**7) Adjournment**

Motion to adjourn by Betty Harnisch. Seconded by Ana Tochterman. Passed unanimously.

*Meeting was adjourned at 9:45am. Minutes done by Megan McBride.*

**Minutes of the City of Ashland Plan Commission**

A meeting of the Plan Commission was called to order on **Tuesday, May 22nd, 2018**  
at 6:30 p.m. in the City Hall Council Chambers.

**PRESENT:** Mayor Lewis, David Mettille, John Beirl, Katie Gellatly, Mike Amman, Ernie Bliss  
**EXCUSED:** Charmaine Swan  
**STAFF:** April Kroner, Megan McBride, Aidan Johan

**MEETING AGENDA ORDER**

**1) Call to Order and Roll Call**

Mayor Lewis called the meeting to order at 6:30pm.

**2) Approval of Agenda**

Motion to approve the Agenda by David Mettille. Seconded by Katie Gellatly. Passed unanimously.

**3) Consent Agenda**

Motion to approve minutes from April 3rd by Ernie Bliss. Seconded by Mike Amman. Passed unanimously.

**4) Public Comment**

No comments.

**5) Action Items**

- a) Public Hearing and consideration of a Conditional Use Permit to install an eight (8) foot tall fence in Beaser Park

Motion to go into Public Hearing by David Mettille. Seconded by Ernie Bliss. Passed unanimously.

Megan McBride detailed the Class 2 Public Hearing notice that was given, and went through the criteria of review used to inform staff's recommendation of approval.

John Beirl asked why the Parks & Recreation Department is requesting to screen this porta potty when there are others around town that are not, and if we should have a standard for this.

David Mettille also asked what the cost of the fence will be, as it would likely be minimal. He said he'd prefer if the standard would be that there be screening around all porta potties in City parks.

Motion to go out of Public Hearing by David Mettille. Seconded by John Beirl. Passed unanimously.

Motion to approve by Ernie Bliss. Seconded by Mike Amman. Passed unanimously.

**6) Discussion Items**

- a) Discussion of potential UDO amendments pertaining to Permitted and Conditional Uses and CUP approval criteria

Ernie Bliss asked what the role of the Plan Commission will be in light of recent legislative changes to CUP laws and the fact that CUP review is one of the central duties of the Plan Commission.

April Kroner explained that the Plan Commission will still review and set conditions for conditional use permits to ensure neighborhood protections are being adequately provided and that the development will be in the best interest of the community.

It was agreed that Planning staff will make recommendations on use changes and bring back for discussion at the next meeting.

b) Discussion of Beaser Ave Redevelopment strategy

April Kroner explained that no proposals were received prior to the RFP deadline so she wanted to discuss alternative marketing strategies. However, a developer contacted her to inquire if they could still submit, so the plan is to wait for their proposal to see if it is something the City would support. If not, further discussions about marketing the site will take place at a later date.

c) Review of Timeless Timber Request for Qualifications (RFQ)

April Kroner explained the process going forwards, which will involve narrowing the applicants who submitted qualifications down to three that the City will then request full proposals from.

7) Announcements / reports / comments / questions

Mayor Lewis announced that Burger Barn has opened, the new bike racks have been installed in the downtown, demolition has begun on Bayview Pier, and work to repair the trail will begin soon.

April Kroner announced that a public informational session will be held about a potential conditional use permit request for a sand pit, and also that the RFP for our waterfront development plan will be released soon.

8) Adjournment

Motion to adjourn by Katie Gellatly. Seconded by Mike Amman. Passed unanimously.

*The meeting was adjourned at 7:30p.m. Minutes by Megan McBride.*

City of Ashland  
Board of Review  
Monday, June 11, 2018, 10:00 a.m.  
Ashland City Hall Council Chambers  
601 Main Street West, Ashland, WI 54806

### **Call to Order**

The Board of Review meeting was called to order by the Clerk at 10:00 a.m.

### **Roll Call**

Roll call was taken by the Clerk. Present: Jeff Beirl, Ryan Long, David Mettille, Ed Monroe, Pat Nemec. Also present were City Clerk Denise Oliphant, City Attorney Tyler Wickman, and Assessor Mark Hafferman.

Monroe was selected as Chairperson for the Board at their previous meeting.

### **Oath of Office**

The Oath of Office was given to new member David Mettille and reappointed member Jeff Beirl.

### **Verification that One or More Board Members have done Mandatory Training**

David Mettille viewed the Board of Review video provided through the UW-Extension.

### **Receive the 2018 Assessment Roll from the Assessor with Signed Affidavit**

The 2018 Assessment Roll and signed affidavit was received from the Assessor.

### **Recognize Statutory Requirements and Established Policies**

*Public Notice was published in the Daily Press on April 25, 2018 and May 2, 2018, and posted in the Vaughn Public Library, City of Ashland City Hall, and the Ashland County Court House.*

### **Hold Scheduled Hearings**

The Clerk received a Request for Waiver of Board of Review Hearing from Wal-Mart Real Estate Business Trust, along with a Request to Testify by Telephone or Submit a Sworn Written Statement at the Board of Review. As recommended by Attorney Wickman, Nemec moved, Mettille seconded a motion to deny the Request for Waiver of Board of Review Hearing, and to allow Wal-Mart to testify by telephone. The motion carried unanimously by voice vote.

By telephone/conference call, Brendan Douylliez, Senior Managing Consultant of the Paradigm Tax Group, representing Wal-Mart Real Estate Business Trust, and Assessor Mark Hafferman were sworn in in reference to the hearing. Douylliez and Hafferman stated their

testimony. After questioning by the Board, Nemec moved, Beirl seconded a motion to close testimony. The motion carried unanimously by voice vote.

Following deliberation by the Board, Nemec moved, Mettille seconded a motion to deny the Property Assessment Appeal filed by Paradigm on behalf of Wal-Mart Real Estate Business Trust. The motion carried unanimously by roll call vote.

**Review of the 2018 Roll Books**

The Board reviewed the 2018 Roll books.

**Adjourn**

At 12:00 p.m., Beirl moved, Long seconded a motion to adjourn. The motion carried unanimously by voice vote.

Respectfully submitted,

Denise Oliphant,

City Clerk

Vaughn Public Library Board Meeting Minutes 4/12/2018 Meeting Room 5:30

Approved May 10, 2018

Present were: Michelle Jardine and Janna Levings (acting president), Dinny Bolka, Jackie Moore, Teege Mettillie, Sarah Adams, library director, and Kathy Draughon, representing VPL staff.

Called to order 5:30.

Motion to approve meeting agenda - made by Jackie and seconded by Teege. Passed.

Motion to approve minutes from last meeting made by Teege and seconded by Dinny. Passed

Public participation –Kate Sunday has some questions about maintenance and use of basement (regarding Book Nook where she volunteers). Requested a copy of article be posted stating where quilt went for quilt raffle.

Kathy gave staff report – revamped Children’s Room has been well received and is being used. Summer Reading program ready to go and includes story teller, rock climbing wall, two books group, story time in the parks. There will be fundraiser in The Alley on May 22<sup>nd</sup>.

New Business – Sarah had compiled some resources and ideas regarding the drug overdose epidemic. It was discussed that Northlake Clinic might be interested in working with us and Janna will check into this.

There was an inquiry about use of the library projector outside library. Sarah will create use agreement and bring to next meeting.

Discussion of new board member opening.

Old Business – self checkout. Front desk may be reconfigured to make book drop closer to the door and decrease congestion and this may be a way to incorporate self-checkout as well.

Agenda for May – Can basement be utilized more without a lot of renovations at present time?

Next meeting May 10, 2018 at 5:30

Meeting adjourned at ?

Meeting notes for Vaughn Public Library Board    May 10, 2018

Approved June 14, 2018

Vaughn Public Library meeting room 5:30

Present were Janna Levings (acting president), Dinny Bolka, Teege Mettelle, Clarence Campbell, Michelle Jardine and new board members, Jim Crandall and Mary Asbach, and Sarah Adams, Library Director,

5:30 – Introduction of new board members . Meeting called to order.

Approval of the agenda – motion Michelle, seconded by Dinny. Passed.

Motion to approve last month's meeting notes made by Teeje and seconded by Dinny.

Public participation – no one. Meeting room policy updated. Michelle made motion to pass, Mary seconded. Passed.

Volunteer Policy – approval of changes – Clarence made motion to approve policy, Dinny seconded. Passed.

Meeting adjourned 6:40.



# AGENDA BILL

**COMMITTEE AGENDA:**  
**COUNCIL AGENDA: 7D (06-12-2018)**  
**7A (06-26-2018)**

**Ref:** 137

**SUBJECT:** Approve Berm Agreement and 4<sup>th</sup> Amendment of Cooperation and Access Agreement with Northern States Power of Wisconsin (NSPW)

**RECOMMENDATIONS:** Approval

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**DEPARTMENT OF ORIGIN:** Mayor

**DATE SUBMITTED:** June 5, 2018

**CLEARANCES:** Richard Yde, Attorney for Stafford Rosenbaum; City Attorney

**EXHIBITS:** A-Berm Agreement - **to be presented at Council meeting**  
B-4<sup>th</sup> Amendment of Cooperation and Access Agreement with NSPW - **to be presented at Council meeting**

**EXPENDITURES REQUIRED:** NA

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** NA

**SUMMARY STATEMENT:** Northern States Power of Wisconsin (NSPW) is dredging sediments at the Ashland Northern States Power Lakefront Superfund Site pursuant to a Consent Decree between the U.S., State of Wisconsin, and NSPW, approved by the U.S. District Court for the Western District of Wisconsin on March 1, 2017.

The City of Ashland and NSPW are parties to a Cooperation and Access Agreement, as amended, under which the City generally granted NSPW access to City Property (as that term is defined in the Access Agreement, as amended) at the Site for the purpose of performing work as defined in the Access Agreement. NSPW has placed stone to create a temporary rock berm at the north tip of the West Peninsula adjacent to the Marina. The Final Design allows for the berm to be left in place if the City proposes to keep it as a permanent structure provided the City obtains a permit under chapter 30 of the Wisconsin Statutes ("Chapter 30 Permit") from the Wisconsin Department of Natural Resources for that purpose.

The Harbor Commission and the City of Ashland both propose to keep the berm as a permanent structure and is pursuing a Chapter 30 Permit for that purpose. NSPW has requested the agreements as a condition of leaving the Berm in place. The Agreements have been reviewed and negotiated by Richard Yde, one of the attorneys from Stafford Rosenbaum, Madison, who represented the City in the Superfund litigation which was concluded in 2014.

At the June 12, 2018 Council meeting, after much deliberation, Ortman moved, Ketring seconded a motion to disapprove the Berm Agreement and the 4<sup>th</sup> Amendment of Cooperation and Access Agreement with NSPW, return the item for further negotiations between NSPW and the City, and to bring back a negotiated agreement no later than June 26, 2018. The motion carried unanimously by voice vote.



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## AGENDA BILL

Ref: 138

COMMITTEE AGENDA:  
COUNCIL AGENDA: 8A (6-26-18)

**SUBJECT: Due Process Hearing, Discussion and Action to Determine Residency Status and Eligibility for Office of Ward 2 Councilor**

**RECOMMENDATION:** As the Council Determines

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**DEPARTMENT OF ORIGIN:** City Attorney

**DATE SUBMITTED:** June 19, 2018

**CLEARANCES:** Mayor

**EXHIBITS:** Memo from City Attorney

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:** NA

**APPROPRIATION REQUIRED:** NA

**RECOMMENDED MOTION:** NA

**SUMMARY STATEMENT:** Citizens have raised questions regarding the residency of the Ward 2 Councilor, Richard Ketring, following the fire at 504 10<sup>th</sup> Avenue West where he lived up until said fire on December 31, 2017. As noted in Wis. Stat. § I 7.03(4)(c), a local elective office is vacated when the incumbent ceases to be a resident of the district from which he or she was elected.

The City Council is being asked to determine whether the Councilor for Ward 2 is still considered a resident of said Ward and thus, to determine whether or not the Ward 2 City Council position is vacant.

Please refer to attached memo from City Attorney Tyler Wickman for further explanation.

DATE: June 18, 2018

FROM: CITY ATTORNEY TYLER WICKMAN

TO: COMMON COUNCIL OF THE CITY OF ASHLAND

RE: RESIDENCY OF WARD 2 COUNCILOR – DUE PROCESS HEARING

Citizens have raised questions regarding the residency of the Ward 2 Councilor, Richard Ketring, following the fire at 504 10<sup>th</sup> Avenue West where he lived up until said fire on December 31, 2017. A local elective office is vacated when the incumbent ceases to be a resident of the district from which he or she was elected. Wis. Stat. §17.03(4)(c). The City Council is being asked to determine whether the Councilor for Ward 2 is still considered a resident of said Ward and, thus, to determine whether or not the Ward 2 City Council position is vacant.

It is the City Council who determines the qualifications of its members, that is, determines if a member is a resident or not of his or her elective district. §62.11(3)(a). As the City Council determines the eligibility of its members, it is appropriate to hold a due process hearing in which facts and evidence will be presented to the Council, Mr. Ketring will have an opportunity to question the evidence, present his own evidence, and provide his own testimony for the Council to make its determination. Attorney Colleen Daly of Bayfield has been asked to present facts and evidence to the Council so that the City Attorney, Tyler Wickman, can remain an advisor to the Council to answer any legal questions that may arise. Councilors will be able to ask questions as well. At the conclusion of the evidence, deliberation will be held, and a vote will need to be held. This will be in open session.

I have not stated any of the facts in this memorandum as it will be best for the Council to have them presented at the hearing to make a determination. To assist the Council, included are two, somewhat similar articles, from the League of Municipalities regarding determining the residency of municipal officers. Additionally, a copy of Wis. Stat. §6.10 is enclosed regarding residence requirements of electors, as mentioned in the articles, for the Council’s review. Residency is not defined by Wis. Stat. ch. 17.

# DETERMINING THE RESIDENCY of Municipal Officers

By Claire Silverman, Legal Counsel

**A**t the time they are elected, members of municipal governing bodies and other local elected officers must be resident electors of the municipality.<sup>1</sup>

Common council members representing aldermanic districts must not only reside within the city, but must also be residents of the district from which they are elected.<sup>2</sup>

While virtually all elected offices have a residency requirement, the same is not true for appointive offices.

Some appointive offices are subject to a residency requirement.<sup>3</sup> Others are not.<sup>4</sup> Some municipalities have enacted local laws that require residency in order to be eligible for appointment to certain appointive offices even though state law does not impose such a requirement. Some municipalities have residency requirements for employees as well.

Where residency is an eligibility requirement for holding office, it is not enough for the office holder to be a resident at the time of election or appointment. Residency must be maintained throughout the term. A local elective office is vacated when the incumbent ceases to be a resident of the municipality or district from which he or she was elected.<sup>5</sup> In addition, if residency is a local requirement for appointive offices, a local appointive office is vacated when the incumbent ceases to be a resident of the municipality.<sup>6</sup>

Sometimes questions arise concerning the residency of municipal officers. For example, where does an elected municipal officer reside when he or she

maintains two dwelling places, one inside and one outside the municipality? Does an elected officer who is forced by circumstances to temporarily move outside of the municipality or district from which elected cease to be a resident? Because Wis. Stat. sec. 17.03(4) provides that failure to maintain residency results in the office being vacant, determinations regarding residency are important and must be made carefully. This comment discusses what factors are pertinent in determining a municipal officer's residency.

*see Residency continued on page 442*

**This legal comment is a revised and updated version of a comment originally authored by Curt Witynski and published in the April 1993 issue of the *Municipality*.**

1. Wis. Stat. secs. 61.19 and 62.09(2)(a). Candidates for elective municipal offices must become resident electors of the municipality and district they seek to represent at least ten days before the election to be eligible for office. Sec. 6.02(1). See Officers 746 and 747.
2. Wis. Stat. sec. 62.09(2)(a).
3. Examples of appointed offices subject to a residency requirement include library board members under Wis. Stat. sec. 43.58 and commissioners for a redevelopment authority under Wis. Stat. secs. 66.1333 and 66.1339.
4. For example, state statutes do not require that plan commission, zoning board of appeals or police and fire commission members be municipal residents.
5. Wis. Stat. sec. 17.03(4)(c).
6. Wis. Stat. sec. 17.03(4)(d).

“IN ANALYZING THE RESIDENCY ISSUE, THE COURT DECLARED THAT “[C]ONTINUOUS PERSONAL PRESENCE AND INTENTION ESTABLISH RESIDENCY.””

see Residency from page 441

STANDARDS FOR DETERMINING RESIDENCY

The state statutes governing city and village officers do not define “resident.” Although case law provides some guidance, cases often involve municipal employees rather than municipal officers. However, the cases are useful because the courts are examining what residency means.

In Kempster v. City of Milwaukee,<sup>7</sup> the Wisconsin Supreme Court analyzed a provision of Milwaukee’s charter requiring that the health commissioner reside in the city continuously for one year prior to appointment. The court stated:

The word “residence” as used in the charter does not mean physical location continuously. It is used in the broad sense of domicile requisite to citizenship. For the purposes of such residence there must be an actual location in the place in question, with the intention of making it a permanent home. That is sufficient to meet all the requisites of legal residence at the outset. In one sense a person may have more than one place of residence, but he can have only one which has the element of permanency essential in a legal sense to his domicile. He can have only one domicile at one time. To constitute that there must be an actual location, with the intent to make such place his home indefinitely.... To establish the domicile does not require any considerable length of time. Residence at a place for any length of time,

however short, with the concurring intention of permanently residing at such place, renders such place, in a legal sense, the person’s domicile, and, being once fixed, it will continue till abandoned, without reference to any mere absence for a temporary purpose, with the fixed intention of returning when such purpose shall be accomplished. [Citations omitted.]

Kempster, 97 Wis. at 347-348, 72 N.W. at 744 -745 (1897).

In Eastman v. City of Madison,<sup>8</sup> a Madison police officer and firefighter sought reinstatement as Madison employees after their positions of employment were vacated for failure to comply with the city’s residency ordinance. The employees kept apartments in Madison and Madison mailing addresses, telephone numbers, automobile and voter registrations. However, the employees’ spouses and families lived exclusively outside Madison and the children attended school outside of Madison. Moreover, the employees spent most of their off-duty time in their homes outside of Madison.

The employees claimed that they complied with the residency ordinance even though they had homes outside the city. However, the court disagreed. The court of appeals referred to the definition of “residence” in BLACK’S LAW DICTIONARY in determining that the ordinance requiring city employees to “reside” in the city was not unconstitutionally vague. The court noted, “BLACK’S LAW DICTIONARY defines “residence” as “[p]ersonal presence at some place of abode with no present intention of definite and early removal.... Residence implies something more than mere physical presence....”<sup>9</sup>

7. 97 Wis. 343, 72 N.W. 743 (1897).  
8. 117 Wis.2d 106, 342 N.W.2d 764 (Ct. App. 1983).

LEGAL COMMENT

In analyzing the residency issue, the court declared that "[c]ontinuous personal presence and intention establish residency."<sup>10</sup> The court noted, however, that the employees' declarations of intent are not conclusive because "[s]uch declarations are only evidence of state of mind and 'may be suspect because of their self-serving nature.'"<sup>11</sup> The court stated, "The self-serving declaration cannot be conclusive but must yield to the intent which the acts and conduct of the person clearly indicate."<sup>12</sup> In addition, the court of appeals indicated that "the location of immediate family, and the site of children's schooling is significant in determining residency."<sup>13</sup> Thus, the *Eastman* court concluded that the fact that the employees maintained apartments and voter registrations in Madison, "in light of the totality of the circumstances, establishes neither the intent nor the presence necessary for residency" under the Madison ordinance.<sup>14</sup>

In an Illinois case more recently decided, the Seventh Circuit court of appeals found that a city employee who resided within city limits only two days per week and lived with his wife outside the city limits the remainder of the time period for twenty years, violated a city residency ordinance even though the employee paid taxes, registered his car, voted and obtained his driver's license using his city address, where his wife continuously resided in the marital home.<sup>15</sup>

In addition to case law, the statutory standards governing residency for voting

purposes are an additional source of information and guidance that should be considered when making residency determinations. Section 6.10 provides, among others not included here, the following standards:

- ✓ The residence of a person is the place where the person's habitation is fixed, without any present intent to move, and to which, when absent, the person intends to return.<sup>16</sup>
- ✓ When a married person's family resides at one place and that person's business is conducted at another place, the former place establishes the residence. If the family place is temporary or for transient purposes, it is not the residence.<sup>17</sup>
- ✓ The residence of an unmarried person sleeping in one ward and boarding in another is the place where the person sleeps.<sup>18</sup>
- ✓ A person shall not lose residence when the person leaves home and goes into another state or county, town, village or ward of this state for temporary purposes with an intent to return.<sup>19</sup>
- ✓ As prescribed by article III of the constitution, no person loses Wisconsin residence while absent from Wisconsin on state or federal business, and no member of the U.S. armed forces gains Wisconsin residence be-

cause of being stationed in Wisconsin.<sup>20</sup>

- ✓ No person gains a residence in any ward or election district of this state while there for temporary purposes only.<sup>21</sup>
- ✓ A person loses Wisconsin residence if he or she moves to another state with an intent to make a permanent residence there or, if while there, exercises the right to vote as a citizen of that state.<sup>22</sup>
- ✓ Neither an intent to acquire a new residence without removal, nor a removal without intent, shall affect residence.<sup>23</sup>

It is evident from case law and the standards listed above that residency determinations must be made on a case-by-case basis. In general, temporary absences from one's residence do not result in the loss of residency. In addition, a person's intention is important, but it must be supported by and not contradicted by the facts.

One important factor in determining residency is continuous personal presence at a particular location. This inquiry focuses on where the person spends most of his or her non-working time. For example, when a person maintains two dwellings, one outside and one inside the

*see Residency continued on page 446*

<p>9. 342 N.W.2d at 769, quoting BLACK'S LAW DICTIONARY 1176 (rev. 5th ed. 1979).</p> <p>10. <i>Id.</i> at 770.</p> <p>11. <i>Id.</i>, quoting Restatement (Second) of Conflict of Laws.</p> <p>12. <i>Id.</i>, quoting <i>McCarthy v. Phila. Civ. Svc. Comm.</i>, 339 A.2d 634, 637 (Pa. 1975), <i>aff'd</i>, 424 U.S. 645 (1976) (<i>per curiam</i>).</p> <p>13. <i>Id.</i></p> <p>14. <i>Id.</i></p>	<p>15. <i>Gusewelle v. City of Wood River</i>, 374 F.3d 569 (7th Cir. 2004).</p> <p>16. Wis. Stat. sec. 6.10(1).</p> <p>17. Wis. Stat. sec. 6.10(2).</p> <p>18. Wis. Stat. sec. 6.10(4).</p> <p>19. Wis. Stat. sec. 6.10(5).</p> <p>20. Wis. Stat. sec. 6.10(6).</p> <p>21. Wis. Stat. sec. 6.10(8).</p> <p>22. Wis. Stat. sec. 6.10(10).</p> <p>23. Wis. Stat. sec. 6.10(11).</p>
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**LEGAL COMMENT**

*see Residency from page 443*

municipality, the question to ask is which dwelling does the person spend the most time at. If the person spends most of his or her non-working time at the family dwelling outside the municipality, as was the case in *Eastman*, then a court would likely conclude that the person is not a resident of the municipality.

Other relevant considerations in determining the residency of a person dividing time between two dwellings are the location of the person's immediate family, and the site of the children's schooling, if any. In addition, other facts should be taken into account when deter-

mining the residency of a person, such as: where the person is registered to vote, the person's mailing address, and what address appears on the person's driver's license, car registration, bank accounts and tax returns.<sup>24</sup>

**WHO DETERMINES THE RESIDENCY OF A MUNICIPAL OFFICER?**

When questions are raised concerning the residential status of a municipal officer, who or what body is authorized to make a determination concerning the officer's residency? With regard to municipal governing body members, each city and village governing body may deter-

mine the residency of its members. This is because village boards and common councils have the power to judge the qualifications of their members.<sup>25</sup> Municipal governing bodies should not, however, make a determination regarding a member's residency without holding a due process hearing. Also, such a determination is subject to judicial review.

In addition to the ability of municipal governing bodies to determine the residency of their members, any individual who believes that a person holding a local elective office is not a resident of the municipality or district in which he or she serves may file a complaint with the attorney general alleging that the in-

24. See Officers 743.

25. Wis. Stat. secs. 61.32 and 62.11(3)(a).

LEGAL COMMENT

dividual is not qualified to hold office because of a failure to meet a residency requirement.<sup>26</sup> The attorney general may, when such a complaint is filed, investigate whether the allegations are true. If the attorney general finds that the allegations in the complaint are true, the attorney general may commence an action under ch. 784, Stats., for a writ of quo warranto to have the person's office declared vacant because of failure to meet a residency requirement.<sup>27</sup>

If the attorney general refuses to act on a complaint alleging that a particular officer is not a resident of the municipality or district in which the officer serves, the complainant may, on his own, commence a quo warranto action under ch. 784.<sup>28</sup> However, only a person who has an interest which is distinct from that of the general public would have standing to commence a quo warranto action. *City of Waukesha v. Salbashian*.<sup>29</sup> But, as the *Salbashian* court explained, "only a slight interest" is necessary to qualify a person to apply for leave to prosecute a quo warranto action.<sup>30</sup>

DE FACTO OFFICERS

When an elective municipal officer, such as a common council member, moves out of the municipality or district from which elected but continues to exercise the powers and duties of the office for the remainder of his or her term, the officer's votes and any actions taken by the governing body are valid. While an elective municipal officer who ceases to be a

resident of the municipality may not be considered a *de jure* officer, he or she is a *de facto* officer if "in possession of [the office], performing its duties, and claiming to be such officer under color of an election or appointment."<sup>31</sup> The acts of a *de facto* officer are valid as to the public and third parties, and cannot be attacked collaterally.<sup>32</sup>

CONCLUSION

Occasionally, questions arise concerning the residency of a particular municipal officer. This Comment has reviewed various factors to consider when attempting to determine the residency of a municipal officer. The residential status of a municipal officer is important because a local elective office is vacated when an incumbent ceases to be a resident of the municipality or district from which he or she was elected. Also, a local appointive office is vacated when the incumbent ceases to be a resident of the municipality if residency is a local requirement. Thus, it is important to make sure that any determination as to residency is made by considering the relevant factors.

Governing Bodies 335 R1  
Officers 751 R1  
Officers 752 R1  
Officers 753 R1

THE RESIDENTIAL STATUS OF A MUNICIPAL OFFICER IS IMPORTANT BECAUSE A LOCAL ELECTIVE OFFICE IS VACATED WHEN AN INCUMBENT CEASES TO BE A RESIDENT OF THE MUNICIPALITY OR DISTRICT FROM WHICH HE OR SHE WAS ELECTED.

26. Wis. Stat. sec. 8.28(1).  
27. Wis. Stat. sec. 8.28(2).  
28. Wis. Stat. sec. 784.04(2).  
29. 128 Wis.2d 334, 349, 382 N.W.2d 52, 57 (1986).  
30. *Id.*  
31. *State ex rel. Reynolds v. Smith*, 22 Wis.2d 516, 522, 126 N.W.2d 215 (1964).  
32. *Burton v. State Appeal Board*, 38 Wis.2d 294, 304-05, 156 N.W.2d 386 (1968); 77 Op. Att'y Gen. 228, 229 (1988).

# Appointments & Vacancies FAQ 2

## **Does a council member or village trustee vacate their office by temporarily moving out of the district or village they represent?**

Members of municipal governing bodies and other local elected officers must, at the time of their election, be resident electors of the municipality and in the case of common council members, residents of the district from which elected.<sup>1</sup> A local elective office is vacated when the incumbent ceases to be a resident of the municipality or district from which he or she was elected.<sup>2</sup> In addition, a local appointive office is vacated when the incumbent ceases to be a resident of the municipality if residency is a local requirement for appointive offices.<sup>3</sup>

Because of this, questions relating to the residency of municipal officers often arise. For example, some elected municipal officers may maintain two dwelling places, one inside and one outside the municipality. Others may be forced by circumstances to temporarily move outside of the municipality or district from which they were elected. Determining whether elected officers in these and similar situations have ceased to be residents of the municipality or district from which elected is important because if they have, the office is vacant.

### **Standards For Determining Residency**

No definition of "residence" is provided in Wis. Stat, chs. 17, 61 or 62. Most case law discusses residency in the context of municipal employees but is nonetheless helpful in determining what "residence" means. In *Eastman v. City of Madison*,<sup>4</sup> the court of appeals referred to the definition of "residence" in Black's Law Dictionary when interpreting a City of Madison ordinance requiring city employees to "reside" in the city. According to the court, *Black's Law Dictionary* defines "residence" as "[p]ersonal presence at some place of abode with no present intention of definite and early removal . . . Residence implies something more than mere physical presence. . . ."<sup>5</sup>

In *Eastman*, a Madison police officer and firefighter sought reinstatement as Madison employees after their positions of employment were vacated for failure to comply with an ordinance requiring them to reside in Madison. The employees claimed, among other things, that they complied with the ordinance even though they had homes outside the city.

The *Eastman* court, in its analysis of the residency issue, apparently relied on the definition of "residence" in Black's Law Dictionary to initially declare that "[c]ontinuous personal presence and intention establish residency."<sup>6</sup> The court also stated, however, that the employees' "declarations of intent are not conclusive ... [since] ... [s]uch declarations are only evidence of state of mind and 'may be suspect because of their self-serving nature.'"<sup>7</sup> "The self-serving declaration cannot be conclusive but must yield to the intent which the acts and conduct of the person clearly indicate."<sup>8</sup> In addition, the court of appeals expressed the view that "the location of immediate family, and the site of children's schooling is significant in determining residency."<sup>9</sup>

In *Eastman*, the employees kept apartments in Madison and Madison mailing addresses, telephone numbers, automobile and voter registrations. However, the court noted that the employees' spouses and families lived exclusively outside Madison and their children went to school outside of Madison. Moreover, the employees spent most of their off-duty time in their homes outside of Madison. Thus, the *Eastman* court concluded that the fact that the employees maintained apartments and voter registrations in Madison, "in light of the totality of the circumstances, establishes neither the intent nor the presence necessary for residency" under the Madison ordinance.<sup>10</sup>

When dealing with residency questions, in addition to relying on the *Eastman* case for guidance, it may be helpful to refer to the following standards governing residency for voting purposes listed in Wis. Stat. sec. 6.10:

- 1) The residence of a person is the place where the person's habitation is fixed, without any present intent to move, and to which, when absent, the person intends to return.
- 2) When a married person's family resides at one place and that person's business is conducted at another place, the former place establishes the residence. If the family place is temporary or for transient purposes, it is not the residence.
- 3) ...
- 4) The residence of an unmarried person sleeping in one ward and boarding in another is the place where the person sleeps....
- 5) A person shall not lose residence when the person leaves home and goes into another state or county, town, village or ward of this state for temporary purposes with an intent to return.
- 6) As prescribed by article III of the constitution, no person loses residence in this state while absent from this state on business for the United States or this state; and no member of the armed forces of the United States gains a residence in this state because of being stationed in this state.
- 7) ...
- 8) No person gains a residence in any ward or election district of this state while there for temporary purposes only.
- 9) ...
- 10) If a person moves to another state with intent to make a permanent residence there or exercises the right to vote as a citizen of that state by voting, the person loses Wisconsin residence.
- 11) Neither an intent to acquire a new residence without removal, nor a removal without intent, shall affect residence.

It is evident from *Eastman* and the standards listed above that determinations of residency must be made on a case-by-case basis. In general, temporary absences from one's residence do not result in the loss of residence. In addition, a person's intention is important, but it must be supported by and not contradicted by

the facts.

A very important factor in determining residency is continuous personal presence at a particular location. In other words, a key inquiry in determining the residency of a municipal officer is where does the person spend most of his or her non-working time? For example, when a person maintains two dwellings, one outside and one inside the municipality, the question to ask is which one does the person spend the most time at. If the person spends most of his or her non-working time at the family dwelling outside the municipality, as was the case in *Eastman*, then chances are good a court would probably find that the person is not a resident of the municipality.

Other relevant considerations in determining the residency of a person dividing time between two dwellings are the location of the person's immediate family, and the site of the children's schooling, if any. In addition, other facts should be taken into account when determining the residency of a person, such as: where the person is registered to vote, the person's mailing address, and what address appears on the person's driver's license, car registration, bank accounts and tax returns.<sup>11</sup>

**Who Determines the Residency of a Municipal Officer?**

When questions are raised concerning the residential status of a municipal officer, who or what body is authorized to make a determination concerning the officer's residency? With regard to municipal governing body members, each city and village governing body may determine the residency of its members. This is because village boards and common councils have the power to judge the qualifications of their members.<sup>12</sup> Municipal governing bodies should not, however, make a determination regarding a member's residency until after a due process hearing. Also, such a determination would be subject to judicial review.

In addition to the ability of municipal governing bodies to determine the residency of their members, any individual who believes that a person holding a local elective office is not a resident of the municipality or district in which he or she serves may file a complaint with the attorney general alleging that the individual is not qualified to hold office because of a failure to meet a residency requirement.<sup>13</sup> The attorney general may, when such a complaint is filed, investigate whether the allegations are true. If the attorney general finds that the allegations in the complaint are true, the attorney general may commence an action under ch. 784, Stats., for a writ of *quo warranto* to have the person's office declared vacant because of failure to meet a residency requirement.<sup>14</sup>

If the attorney general refuses to act on a complaint alleging that a particular officer is not a resident of the municipality or district in which the officer serves, the complainant may, on his own, commence a *quo warranto* action under ch. 784.<sup>15</sup> However, only a person who has an interest which is distinct from that of the general public would have standing to commence a *quo warranto* action. *City of Waukesha v. Salbashian*.<sup>16</sup> But, as the *Salbashian* court explained, "only a slight interest is necessary to qualify a person to apply for leave to" prosecute a *quo warranto* action.<sup>17</sup>

**De Facto Officers**

When an elective municipal officer, such as a common council member, moves out of the municipality or district from which elected but continues to exercise the powers and duties of the office for the remainder of his or her term, the officer's votes and any actions taken by the governing body are valid. While an elective municipal officer who ceases to be a resident of the municipality may not be considered a *de jure* officer, he or she is a *de facto* officer if "in possession of [the office], performing its duties, and claiming to be such

officer under color of an election or appointment."<sup>10</sup> The acts of a *de facto* officer are valid as to the public and third parties, and cannot be attacked collaterally.<sup>19</sup>

## Conclusion

Occasionally, questions arise concerning the residency of a particular municipal officer. This article has reviewed various factors to consider when attempting to determine the residency of a municipal officer. The residential status of a municipal officer is important because a local elective office is vacated when an incumbent ceases to be a resident of the municipality or district from which he or she was elected. Also, a local appointive office is vacated when the incumbent ceases to be a resident of the municipality if residency is a statutory or local requirement.

## End Notes

1. Sections 61.19 and 62.09(2)(a), Stats. Candidates for elective municipal offices must become resident electors of the municipality and district they seek to represent at least 28 days before the election to be eligible for office. See Wis. Stat. sec. 6.02.
2. Sec. 17.03(4)(c).
3. Sec. 17.03(4)(d).
4. 117 Wis.2d 106, 342 N.W.2d 764 (Ct. App. 1983).
5. 342 N.W.2d at 769, quoting Black's Law Dictionary 1176 (rev. 5th ed. 1979).
6. *Id.*, at 770.
7. *Id.*, quoting Restatement (Second) of Conflict of Laws.
8. *Id.*, quoting *McCarthy v. Phila. Civ. Svc. Comm.*, 19 Pa. Cmwlth. 383, 339 A.2d 634, 637 (1975), *aff'd*, 424 U.S. 645 (1976) (per curiam).
9. *Id.*
10. *Id.*
11. See Officers 743.
12. Secs. 61.32 and 62.11(3)(a).
13. Sec. 8.28(1).
14. Sec. 8.28(2).
15. Sec. 784.04(2).
16. 128 Wis.2d 334, 382 N.W.2d 53, 57 (1986).
17. *Id.*
18. *State ex rel. Reynolds v. Smith*, 22 Wis.2d 516, 522, 126 N.W.2d 215 (1964).
19. *Burton v. State Appeal Board*, 38 Wis.2d 294, 304-05, 156 N.W.2d 386 (1968); 77 Op. Att'y Gen. 228, 229 (1988).

**6.10 Elector residence.** Residence as a qualification for voting shall be governed by the following standards:

- (1) The residence of a person is the place where the person's habitation is fixed, without any present intent to move, and to which, when absent, the person intends to return.
- (2) When a married person's family resides at one place and that person's business is conducted at another place, the former place establishes the residence. If the family place is temporary or for transient purposes, it is not the residence.
- (3) When an elector moves his or her residence from one ward or municipality to another ward or municipality within the state at least 28 days before the election, the elector may vote in and be considered a resident of the new ward or municipality where residing upon registering at the proper polling place or other registration location in the new ward or municipality under s. 6.55 (2) or 6.86 (3) (a) 2. If the elector moves his or her residence later than 28 days before an election, the elector shall vote in the elector's former ward or municipality if otherwise qualified to vote there.

**NOTE: In *One Wisconsin Now et al. v. Thomsen et al*, 15-cv-324, 198 F. Supp. 3d 896, the United States District Court, Western District of Wisconsin ordered that "the increase of the durational residency requirement from 10 days to 28 days is unconstitutional."**

- (4) The residence of an unmarried person sleeping in one ward and boarding in another is the place where the person sleeps. The residence of an unmarried person in a transient vocation, a teacher or a student who boards at different places for part of the week, month, or year, if one of the places is the residence of the person's parents, is the place of the parents' residence unless through registration or similar act the person elects to establish a residence elsewhere. If the person has no parents and if the person has not registered elsewhere, the person's residence shall be at the place that the person considered his or her residence in preference to any other for at least 28 consecutive days before an election. If this place is within the municipality, the person is entitled to all the privileges and subject to all the duties of other citizens having their residence there, including voting.

**NOTE: In *One Wisconsin Now et al. v. Thomsen et al*, 15-cv-324, 198 F. Supp. 3d 896, the United States District Court, Western District of Wisconsin ordered that "the increase of the durational residency requirement from 10 days to 28 days is unconstitutional."**

- (5) A person shall not lose residence when the person leaves home and goes into another state or county, town, village or ward of this state for temporary purposes with an intent to return.
- (6) As prescribed by article III of the constitution, no person loses residence in this state while absent from this state on business for the United States or this state; and no member of the armed forces of the United States gains a residence in this state because of being stationed within this state.
- (7) A guest at a national or a state soldiers' home in this state, a guest at a home for the aged supported by benevolence, or a patient of any county home or other charitable institution, resides in the municipality where the home is located and within the ward where the guest or patient sleeps, unless before becoming a guest or patient at the home the guest or patient elects to maintain his or her prior residence as his or her voting residence.

**(7m)**

- (a) The residence of a person who is detained, or committed and institutionalized, under s. 51.20, 971.14, or 971.17 or ch. 980 shall be determined by applying the standards under sub. (1) to whichever of the following dates is applicable to the circumstances of the person:
  1. For a person detained or committed under s. 51.20, the date that the person was detained under s. 51.20 (2) or, if the person was not detained under s. 51.20 (2), the date that the person was committed under s. 51.20 (13).
  2. For a person committed under s. 971.14 or 971.17, the date of the offense or alleged offense that resulted in the person's commitment.
  3. For a person detained or committed under ch. 980, the date that the person committed the sexually violent offense that resulted in the sentence, placement, or commitment that was in effect when the state filed a petition under s. 980.02 against the person.
- (b) That the person's habitation was fixed at the place established under par. (a) before he or she was detained or committed shall be considered prima facie evidence that the person intends to return to that place. The prima facie evidence of intent to return to the place determined under par. (a) may be rebutted by presenting information that indicates that the person is not likely to return to that place if the person's detention or commitment is terminated.
- (8) No person gains a residence in any ward or election district of this state while there for temporary purposes only.
- (9) No person loses the right to vote at the person's place of residence while receiving public assistance or unemployment insurance even if the legal settlement for assistance is elsewhere.
- (10) If a person moves to another state with an intent to make a permanent residence there, or, if while there the person

- (11) Neither an intent to acquire a new residence without removal, nor a removal without intent, shall affect residence.
- (12) Student status shall not be a consideration in determining residence for the purpose of establishing voter eligibility.
- (13) A military elector under s. 6.22 (1) (b) who is the spouse or dependent of another military elector may elect to take as his or her residence either the individual's most recent residence in this state or the residence of the individual's spouse or the individual providing his or her support.

**History:** 1971 c. 304 s. 29 (2); 1975 c. 85, 94, 199; 1977 c. 26; 1979 c. 260; 1983 a. 192, 484; 1985 a. 304; 1987 a. 391; 1991 a. 316; 1997 a. 39; 2001 a. 16, 51; 2011 a. 23; 2015 a. 261.

Voter residency and absentee voting is discussed. 60 Atty. Gen. 214.

Voting residency of family members of military personnel stationed in Wisconsin is discussed. 61 Atty. Gen. 269.

Upon marriage to a Wisconsin serviceman, a nonresident wife may take the Wisconsin voting residence of her husband. 61 Atty. Gen. 365.

**17.03 Vacancies, how caused.** Except as otherwise provided, a public office is vacant when:

- (1) The incumbent dies.
- (2) The incumbent resigns.
- (3) The incumbent is removed.
- (4) The incumbent ceases to be a resident of:
  - (a) This state; or
  - (b) If the office is legislative, the district from which elected; or
  - (bm) If the office is a district attorney, the prosecutorial unit from which elected; or
  -  (c) If the office is local and elective, the county, city, village, town, district or area from which elected, except as provided ss. 60.30 (6), 119.08 (1) (c) and 120.05 (1) (d); or
  - (d) If the office is local and appointive, and residency, subject to s. 66.0502, is a local requirement, the county, city, village, town, district, or area within which the duties of the office are required to be discharged.
- (4m) In the case of a school district office, the incumbent is absent from the district for a period exceeding 60 days.
- (5) Whether or not sentenced to imprisonment, the incumbent is convicted and sentenced by a state or federal court for treason, felony or other crime of whatsoever nature punishable by imprisonment in any jail or prison for one year or more or for any offense involving a violation of the incumbent's official oath. A vacancy so created is not affected by a stay or execution of judgment. Reversal of the judgment, but not a pardon, immediately restores the incumbent to office if the term has not expired and entitles the incumbent to the emoluments of the office for the time the incumbent would have served in the office but for the judgment.
- (6) A competent tribunal voids the election or appointment; or adjudges the incumbent to be incapable of understanding the objective of the elective process; or places the incumbent under guardianship, unless the court finds that the incumbent competent to exercise the right to vote.
- (7) A person elected or appointed or reelected or reappointed to any office neglects or refuses to take and file the official oath or to execute or renew the official bond if required, or to file the oath or bond as prescribed by law.
- (8) The incumbent neglects or refuses to execute and file an additional bond, when lawfully required, as prescribed by law.
- (9) A person elected or appointed to fill a vacancy or for a full term declines the office in writing or dies before qualifying or declines in writing or dies before the time when, by law, the person should enter upon the duties of the office to which elected or appointed.
- (10) If the office is elective, the incumbent's term expires, except for the office of sheriff, coroner, register of deeds or district attorney.
- (11) If the office is a school board seat, the first annual school meeting of a school district fails to elect school board member for the district.
- (12) The offices are established upon the creation by the legislature of a new county and a new town.
- (13) Any other event occurs which is declared by any special provision of law to create a vacancy.

**History:** 1971 c. 154; 1971 c. 304 s. 29 (1); 1979 c. 249; 1983 a. 484; 1985 a. 304, 312, 332; 1987 a. 391; 1989 a. 31, 241; 2005 a. 387; 2012 s. 20.

**Cross-reference:** See s. 59.20 (1) for county supervisor residency requirement.

**Cross-reference:** See s. 196.675 for vacancies in office if district attorney, city attorney, assistant city attorney, or judicial officer is employed by a common carrier.

City officers are subject to s. 17.03 vacancy provisions. *Wellnitz v. Wauwatosa Police & Fire Commissioners*, 151 Wis. 2d 306, 444 N.W.2d 412 (Ct. App. 1989).

The felony conviction and sentencing of a state senator creates a vacancy in the office without any action by the senate. 65 Atty. Gen. 264.

No vacancy occurs under sub. (4) when a supervisor's residence remains the same but the district boundaries have changed. 76 Atty. Gen. 10



# AGENDA BILL

Ref: 133

COMMITTEE AGENDA:  
COUNCIL AGENDA: 8B (06/26/18)

**SUBJECT: Approve the Original and Renewal Class B Combination Alcohol Beverage Retail License Applications for Solstice Outdoors, LLC (Officer/Agent David Winston Gellatly) for Sandbar at 2521 Lake Shore Drive West**

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** City Clerk

**DATE SUBMITTED:** June 5, 2018

**CLEARANCES:** Approved by Police Chief, Fire Chief, Planning Dept., and Treasurer

**EXHIBITS:** A-Original and Renewal Alcohol Beverage Retail License Applications  
B-Letter of Surrender

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:** NA

**APPROPRIATION REQUIRED:** NA

**COMPLIANCE WITH ORDINANCE 51:** Section 51.26 (b) of Chapter 51, Ashland City Ordinances, (Council Rules) permit the mayor and/or clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances

**SUMMARY STATEMENT:** The City issues Alcohol Beverage licenses. The premises are inspected by the Planning Department, Fire Department and Police Department. Per Chapter 923 of Ashland City Ordinances, all licensees are required to be current on property taxes and other billings from the City (fines, utility bills, fees, etc.)

FHF Services, LLC is the current holder of the Class B Combination Alcohol Beverage Retail license for Freehands Lakeside at 2521 Lake Shore Drive West, however, FHF Services, LLC is surrendering the license contingent upon the City of Ashland granting the license to Solstice Outdoors, LLC.

Solstice Outdoors, LLC (Officer/Agent David Winston Gellatly) has applied for an Original and Renewal Class B Combination Alcohol Beverage Retail license for the Sandbar at 2521 Lake Shore Drive West. The original license expires June 30, 2018. The renewal license expires June 30, 2019. It is recommended to approve the licenses and its Officer/Agent David Winston Gellatly.

**ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION**

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Submit to municipal clerk.

For the license period beginning June 20 20 18  
ending June 30 20 18

TO THE GOVERNING BODY of the:  Town of } Ashland  
 Village of }  
 City of }

County of Ashland Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Solstice Outdoors, LLC business address P.O. Box 222 Ashland

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member		<u>David Winton Gellatly</u>	<u>63455 Sanford Rd.</u>	<u>Ashland, WI 54806</u>
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent		<u>David Gellatly</u>	<u>63455 Sanford Rd.</u>	<u>Ashland WI 54806</u>
Directors/Managers				

3. Trade Name Sandbar Business Phone Number \_\_\_\_\_  
4. Address of Premises 2521 Lake Shore Drive W Post Office & Zip Code Ashland WI 54806

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
8. (a) Corporate/limited liability company applicants only: Insert state \_\_\_\_\_ and date \_\_\_\_\_ of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

**Entire building and outdoor premises known as Solstice Outdoors, Inc. LLC**

**\*Outdoor portion of premises is on a provisional basis and is subject to review and revocation or additional control, i.e. fencing, by the Common Council if problems or complaints occur**

10. Legal description (omit if street address is given above): \_\_\_\_\_  
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued? FHF Services, LLC  
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864]  Yes  No  
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776].  Yes  No  
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another person. All applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.



SUBSCRIBED AND SWORN TO BEFORE ME  
this 5th day of May 20 18  
Patricia Ekstrom  
(Clerk/Notary Public)  
My commission expires 6/14/19

[Signature]  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
[Signature]  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	
		<u>1115A</u>	

AT-106 (R. 2-18) approved [Signature] 6-5-18 [Signature] 6-6-18 Wisconsin Department of Revenue  
Barbara Ament, Commissioner 6/5/18

# RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2018 ending: 06 30 2019  
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the:  Town of  Village of  City of } ASHLAND

County of ASHLAND Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

CHECK ONE  Individual  Partnership  Limited Liability Company  
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:  
 Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company SOLSTICE OUTDOORS, INC. LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) \_\_\_\_\_

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>David Winston Gellatly</u>	<u>63455 Sanford Rd</u>	<u>Ashland WI 54806</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>David Gellatly</u>	<u>63455 Sanford Rd</u>	<u>Ashland WI 54806</u>
Directors/Managers			

C.1. Trade Name SANDBAR Business Phone Number \_\_\_\_\_

2. Address of Premises 2521 LAKE SHORE DRIVE W. Post Office & Zip Code ASHLAND, WI 54806

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

**Entire building and outdoor premises known as Solstice Outdoors, Inc. LLC**

**\*Outdoor portion of premises is on a provisional basis and is subject to review and revocation or additional control, i.e. fencing, by the Common Council if problems or complaints occur**

5. Legal description (omit if street address is given above): \_\_\_\_\_

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side  Yes  No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side  Yes  No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain.  Yes  No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. new licensee now  Yes  No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2778]  Yes  No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement?  Yes  No

11. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement?  Yes  No

BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME  
 this 15 day of June, 20 18  
Patti Ekstrom  
(Clerk/Notary Public)  
 My commission expires 6/14/19

X David Gellatly  
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)  
 \_\_\_\_\_  
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)  
 \_\_\_\_\_  
(Additional Partner(s)/Member/Manager of Limited Liability Company If Any)

Applicant's WI Seller's Permit No. / FEIN Number:	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ 500
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 40
<b>TOTAL FEE</b>	<b>\$ 640</b>

4  
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### TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6/15/18</u>	Date reported to council/board	Date license granted
License number issued <u>1740</u>	Date license issued	Signature of Clerk / Deputy Clerk

### SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village of ASHLAND County of ASHLAND  
 City

The undersigned duly authorized officer(s)/members/managers of SOLSTICE OUTDOORS, LLC  
(registered name of corporation/organization or limited liability company)  
a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as  
SANDBAR  
(trade name)

located at 2521 LAKE SHORE DRIVE WEST, ASHLAND, WI

appoints David W. Gellatly  
(name of appointed agent)  
63455 Sanford Rd Ashland, WI 54806  
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?  
 Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 20 yrs. +

Place of residence last year 63455 Sanford Rd. Ashland WI 54806

For: SOLSTICE OUTDOORS, LLC  
(name of corporation/organization/limited liability company)

By: David W. Gellatly  
(signature of Officer/Member/Manager)

And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

#### ACCEPTANCE BY AGENT

I, David Gellatly, hereby accept this appointment as agent for the  
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

David Gellatly 6-5-18 Agent's age [redacted]  
(signature of agent) (date)

63455 Sanford Rd. Ashland WI 54806 Date of birth [redacted]  
(home address of agent)

#### APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 6-5-18 by [signature] Title Chief of Police  
(date) (signature of proper local official) (town chair, village president, police chief)

LETTER OF SURRENDER

FOR ALCOHOL BEVERAGE LICENSE IN THE CITY OF ASHLAND, WI

I/WE FHF Services, LLC  
NAME: Individual/Partnership/Limited Liability Company/Corporation-Nonprofit Organization

do hereby surrender my/our current Alcohol Beverage license, which has been issued to me/us by the City of Ashland, to the City of Ashland contingent upon the City of Ashland granting that license to Solstice Outdoor LLC effective June 20, 2018

Date: June 5, 2018

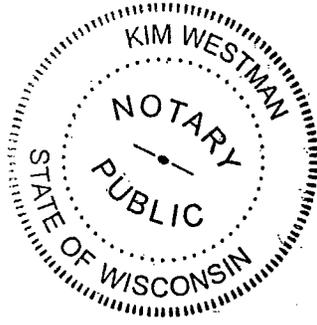
Signatures: Michelle L Ruden

County of Ashland, State of Wis

Subscribed and sworn to before me this 5<sup>th</sup> day of June, 2018

Kim Westman  
Notary

Commission expires: May 9, 2020





# AGENDA BILL

Ref: 139

COMMITTEE AGENDA:  
COUNCIL AGENDA: 8C (6-26-2018)

**SUBJECT: Approve to Accept a \$150,000 Grant from the Otto Bremer Foundation for Use in the Phase I: Diamond Access Construction Project for the Ashland Ore Dock**

**RECOMMENDATION:** Approval

**DEPARTMENT OF ORIGIN:** Mayor

**DATE SUBMITTED:** June 19, 2018

**CLEARANCES:** Mayor

**EXHIBITS:** Letter of Award

<b>EXPENDITURES REQUIRED:</b>	\$150,000	Otto Bremer Foundation Grant
	<u>\$150,000</u>	<u>City Match/ Ore Dock Trust</u>
	\$ 300,000	Total

**AMOUNT BUDGETED:** \$150,000.00 Ore Dock Trust

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** NA

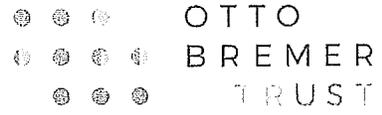
**COMPLIANCE WITH ORDINANCE 51:** Section 51.26 (b) of Chapter 51, Ashland City Ordinances, (Council Rules) permit the mayor and/or clerk to schedule items directly for Council action when a timely decision is needed by the City. The Mayor has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances, due to the need for timely action.

**RECOMMENDED MOTION:** Approve to accept a \$150,000 Grant from the Otto Bremer Foundation to provide capital support for the Ashland Ore Dock Redevelopment Project.

**SUMMARY STATEMENT:** The City of Ashland requested and has been awarded assistance from the Otto Bremer Trust to be used on Phase I: Diamond Access Construction Project for the Ashland Ore Dock.

The match for the grant will come from the Ashland Ore Dock Trust Fund. The trustees previously pledged to match up to \$1 million in grants and private funds raised toward this project.

PLEASE SIGN AND  
SCAN THIS ENTIRE COPY.



May 24, 2018

Mrs. Mary Garness  
City of Ashland  
601 Main St W  
Ashland, WI 54806-1572

Dear Mrs. Garness:

RE: Grant #: 18-50105  
Purpose: To provide capital support for the Ashland Ore Dock Redevelopment Project.

This letter outlines the terms that apply to the Otto Bremer Trust ("OBT") grant to the City of Ashland in the amount of \$150,000.

**1. Purpose**

The grant, and any income you earn from investment of the grant funds, must be used as described in this letter and in your proposal to OBT. Your proposal is defined as the original written and budget materials submitted on January 9, 2018, but it also incorporates any financial and program updates and modifications you provided to OBT during the grant review process. If this box is checked --  -- additional terms of this letter are set forth in an attachment, which must be signed on behalf of OBT and your organization in order to be effective. To the extent that the terms of this letter differ from your proposal, this letter governs. The grant is to be expended over the one-year period beginning on the date of this letter. Any substantial variance from the proposal or this letter must be approved in advance and in writing by OBT.

**2. Payment Schedule; Termination**

Your payment will be sent shortly after OBT receives this signed agreement.

OBT reserves the right, in its sole discretion, to discontinue funding if: (a) it is not satisfied with the progress of the activity to be supported by the grant or the content of any written report required by this letter; (b) you have failed in any other material way to comply with the terms of this letter; or (c) we determine that any statement in your proposal that we relied on in approving the grant is false. You agree to repay to OBT any grant funds that have not been used by end of the one-year grant period in compliance with the terms of this letter.

**3. Reporting**

A final narrative and expenditure report is due on May 24, 2019. You must provide OBT with a written report describing the activities carried out under the grant and whether the goals of the grant have been met. To submit your report, log in to your Otto Bremer Trust Applicant and Grantee Portal account and select the relevant Grantee Report from the list of items under your account. You will be required to provide both narrative and financial information, including a detailed expenditure report.

You must maintain financial and other business records in accordance with sound accounting and business practices, and you agree to permit a representative of OBT to have access to those records on reasonable notice for the purpose of auditing or verifying your use of the grant funds.

**4. Access**

You agree to take reasonable measures to assure access of any interested party to activities supported by the grant, and not to discriminate on the basis of race, color, creed, gender, religion, age, disability, sexual orientation, marital status, or national origin.

**5. Oversight**

OBT may monitor and conduct an evaluation of operations funded by this grant, which may include a visit from OBT personnel to observe your organization's program, discuss the program with your personnel, and review financial and other records and materials connected with the activities financed by this grant.

**6. Public Reports**

OBT may include information about this grant in public reports and may also refer to the grant in press releases. If there are special considerations concerning the public announcement of this grant by your organization, or if you would like to coordinate a public announcement of the grant with OBT's announcement, we encourage you to contact OBT to discuss this.

**7. Anti-Terrorism**

You acknowledge that you are familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism. You will ensure that you do not support or promote violence, terrorist activity or related training, or money laundering.

**8. Notice of Change**

Your organization must promptly notify OBT in writing, at the address listed in this letter, of any lawsuit brought against the organization; any proceeding or investigation directed at the organization by a federal, state, tribal, or local administrative agency or authority; or any proposed change in the organization's status under Section 501(c)(3) or 509(a) of the Internal Revenue Code.

**9. Miscellaneous**

- a. This agreement constitutes the entire agreement between OBT and your organization with respect to the grant, and supersedes all prior agreements and understandings between the parties, whether written or oral.
- b. Any provision or requirement of this letter may be waived at any time by the party entitled to the benefits thereof. Such waiver or failure to insist on strict compliance will not operate as a waiver of any other failure to comply.
- c. Your organization must not assign its rights or delegate its obligations under this letter without the prior written consent of OBT.

If this letter correctly sets forth your understanding of the terms of this grant, please indicate your organization's agreement by having the enclosed copy of this letter countersigned by an officer of your organization. To submit your signed grant agreement, log into the Applicant and Grantee Portal, select the Grant Agreement for the current grant, and follow the instructions for uploading the agreement.

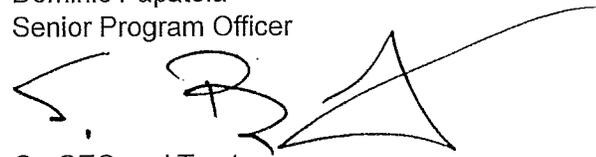
On behalf of OBT, we extend every good wish for your organization's success. Please do not hesitate to contact your assigned program officer if you have questions about this grant agreement or the grant.

Sincerely,

OTTO BRÉMER TRUST



Dominic Papatola  
Senior Program Officer



Co-CEO and Trustee

The undersigned, on behalf of the City of Ashland, hereby accepts and agrees to the foregoing terms.

CITY OF ASHLAND

By: Debra S. Lewis  
Signature

Printed Name: Debra S. Lewis

Title: Mayor

Address: 601 Main St. W. Ashland

Phone: 715-292-9425

Email: dlewis@coawi.org

Date: \_\_\_\_\_

Grant #18-50105



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# AGENDA BILL

Ref: 142

COMMITTEE AGENDA:  
COUNCIL AGENDA: 8D (06-26-2018)

**SUBJECT: Approve to Enter into an Agreement with Fahrner Asphalt Sealers, LLC for the 2018 Line Marking Project**

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Public Works Department

**DATE SUBMITTED:** June 21, 2018

**CLEARANCES:** Interim Public Works Director  
Public Works Street Foreman

**EXHIBITS:** A-Bid Form  
B-Treasurer's Certificate

**EXPENDITURES REQUIRED:** ~\$75,000.00 PW O&M Budget 100-53311-340

**AMOUNT BUDGETED:** \$80,000.00 PW O&M Budget 100-53311-340

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified that the provisions of Ordinance 923.10 have been complied with.

**COMPLIANCE WITH ORDINANCE 51:**

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:**

**RECOMMENDATION:** Approve entering into a contract with Fahrner Asphalt Sealers LLC to provide line marking services throughout the City.

**SUMMARY STATEMENT:** The Public Works Department advertised for proposals for pavement marking and street striping maintenance. One bid was received from Fahrner Asphalt Sealers, LLC. Fahrner has done work for the City in the past and has the equipment and experience to perform the work. The areas included in the contract are: USH 2 from Sanborn Avenue to Stuntz Avenue, the entire length of Beaser Avenue, Binsfield Road, Maple Lane, 3<sup>rd</sup> Street/Ellis Avenue to Beaser Avenue, Main Street/Stuntz Avenue to Beaser Avenue, and 26<sup>th</sup> Avenue East.

Proposals were requested for both epoxy and latex paint. Epoxy paint was approximately 37% more than using latex. Staff consulted with WisDOT regarding the type of paint to use. WisDOT has been using epoxy on new pavements and pavements that are generally less than eight (8) years old. WisDOT's recommendation was to go with the latex paint in all areas.

The total bid for Option 2 from Fahrner Asphalt Sealers, LLC for latex paint was \$94,431.45. This amount exceeds the Public Works budgeted amount. Public Works staff is recommending removing from the contract the arrows and words from the Fahrner Asphalt Sealers, LLC contract. By removing this service, it reduces the contract by \$19,543.75 which then is within the Public Works budget. The Public Works staff has the equipment and stencils to do the arrows and words.

The Public Works Department's recommendation is to award the contract for pavement marking service to Fahrner Asphalt Sealers, LLC.



BID FORM AND SPECIFICATIONS FOR LINE MARKING PROJECT

COMPANY NAME:

Table with 2 columns: OPTION 1 - LATEX & EPOXY and OPTION 2 - LATEX ONLY. Rows list line marking projects with handwritten prices.

TOTAL PRICE BID: \$ 166,343.85
One hundred sixty six thousand three hundred forty three and Eighty Five cents

TOTAL PRICE BID: \$ 94,431.45
Ninety Four thousand Four hundred Thirty one and Forty Five cents

Firm Submitting Quotes: Fahrner Asphalt Sealers LLC
Address: 6615 US HWY 12 W Eau Claire WI 54703
City, State, Zip Code:
Phone #: 715-874-6070 Fax #: 715-874-6717
Email Address: Kevin.Kruckow@fahrnerasphalt.com

Authorized Signature: [Signature] Date: 5/21/18

Name and Title, Typed or Print: Kevin Kruckow, Vice President

The City of Ashland reserves the right to accept or reject any and all proposals, to waive any information and/or irregularities therein, and to accept the proposal which is in the best interest of the City

City of Ashland Public Works Department, 2020 6th Street East, Ashland, WI 54806 715.682.7061



Binsfield Rd - Latex					
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Pavement Marking, Latex 4- Inch	13,616 (White 12,029' - Yellow 1,587')	LF	\$ 0.45	\$ 6,127.20
	Pavement Marking, Latex, Bike Lane Symbols	23	EACH	\$ 175.00	
<b>TOTAL BID PRICE</b>					<b>\$ 6,127.20</b>

Maple Ln - Latex					
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Pavement Marking, Latex 4- Inch	1,284 Yellow	LF	\$ 0.45	\$ 577.80
<b>TOTAL BID PRICE</b>					<b>\$ 577.80</b>

South Beaser - Latex					
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Pavement Marking, Latex 4- Inch	660	LF	\$ 0.45	\$ 297.00
<b>TOTAL BID PRICE</b>					<b>\$ 297.00</b>

3rd St Ellis to Beaser - Latex					
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Pavement Marking, Latex 4- Inch	1,087 Yellow	LF	\$ 0.45	\$ 489.15
<b>TOTAL BID PRICE</b>					<b>\$ 489.15</b>

Main St - Stuntz Ave to Beaser - Latex					
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Pavement Marking, Latex 4- Inch	1,725 Yellow	LF	\$ 0.45	\$ 776.25
<b>TOTAL BID PRICE</b>					<b>\$ 776.25</b>

26th Ave E - Latex					
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Pavement Marking, Latex 4- Inch	660 (White 210' - Yellow 450')	LF	\$ 0.45	\$ 297.00
	Pavement Marking, Latex 8- Inch	273 Yellow	LF	\$ 1.00	\$ 273.00
	Pavement Marking, Latex, Arrows, Type 2	6	EACH	\$ 150.00	
	Pavement Marking, Latex, Stop Line 18-Inch	44	LF	\$ 6.00	\$ 264.00
<b>TOTAL BID PRICE</b>					<b>\$ 834.00</b>



US HWY 2 - Stuntz to Beaser Ave					
DOT Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Pavement Marking, Latex 4- Inch	17,165	LF	\$ 0.45	\$ 7,724.25
	Pavement Marking, Latex 8- Inch	1,000	LF	\$ 1.00	\$ 1,000.00
	Pavement Marking, Latex, Arrows, Type 2	57	EACH	\$ 150.00	
	Pavement Marking, Latex, Words	4	EACH	\$ 175.00	
	Pavement Marking Yield Line Symbols, Latex 18-Inch	140	EACH	\$ 6.00	\$ 840.00
	Pavement Marking, Latex, Stop Line 18-Inch	600	LF	\$ 6.00	\$ 3,600.00
	Pavement Marking, Latex, Island Nose	18	EACH	\$ 125.00	\$ 2,250.00
	Pavement Marking, Latex, Parking Stall	775	LF	\$ 1.25	
	Pavement Marking, Latex, Diagonal, 12-Inch	265	LF	\$ 4.25	\$ 1,126.25
	Pavement Marking, Latex, Crosswalk, 6-Inch	3,160	LF	\$ 5.00	\$ 15,800.00
	Pavement Marking, Latex, Crosswalk, 24-Inch	96	LF	\$ 8.50	\$ 816.00
<b>Total Bid Price</b>					<b>\$ 33,156.50</b>

US HWY 2 - Beaser Ave to Sanborn Ave					
DOT Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Pavement Marking, Latex 4- Inch	9,069 (White 5,147' - Yellow 3,922')	LF	\$ 0.55	\$ 4,987.95
	Pavement Marking, Latex, Arrows, Type 2	10	EACH	\$ 150.00	
	Pavement Marking, Latex, Words	1	EACH	\$ 175.00	
	Pavement Marking, Latex, Stop Line 18-Inch	54	LF	\$ 6.00	\$ 324.00
	Pavement Marking, Latex, Island Nose	3	EACH	\$ 125.00	\$ 375.00
	Pavement Marking, Latex, Crosswalk, 6-Inch	324	LF	\$ 5.00	\$ 1,620.00
	Pavement Marking, Latex, Crosswalk, 24-Inch	96	LF	\$ 8.50	\$ 816.00
<b>Total Bid Price</b>					<b>\$ 8,122.95</b>

Beaser Ave to Maple Ln					
DOT Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Pavement Marking, Latex 4- Inch	5,867 (White 1,013' - Yellow 4,854')	LF	\$ 0.55	\$ 3,226.85
	Pavement Marking, Latex 8- Inch	62	LF	\$ 1.00	\$ 62.00
	Pavement Marking, Latex, Arrows, Type 2	17	EACH	\$ 150.00	
	Pavement Marking, Latex, Words	1	EACH	\$ 175.00	
	Pavement Marking, Latex, Stop Line 18-Inch	474	LF	\$ 6.00	\$ 2,844.00
	Pavement Marking, Latex, Island Nose	1	EACH	\$ 125.00	\$ 125.00
	Pavement Marking, Latex, Crosswalk, 6-Inch	3,269	LF	\$ 5.00	\$ 16,345.00
	Pavement Marking, Latex, Crosswalk, 24-Inch	224	LF	\$ 8.50	\$ 1,904.00
<b>Total Bid Price</b>					<b>\$ 24,506.85</b>

\* **Total Bid** \$ **74,887.70**

\* Total bid with arrows and words removed.

**Denise Oliphant**

---

**From:** Barbara Clement  
**Sent:** Wednesday, June 20, 2018 11:33 AM  
**To:** Sharon Campbell  
**Cc:** Alison Gillespie; Denise Oliphant  
**Subject:** CHAPTER 923

Denise,

Fahrner Asphalt Sealers, LLC of Eau Claire, WI is in compliance with City Ordinances, Chapter 923.

Barbara Clement  
City of Ashland Treasurer  
601 Main St W  
Ashland, WI 54806

(715) 682-7056

---

**From:** Sharon Campbell  
**Sent:** Wednesday, June 20, 2018 7:28 AM  
**To:** Barbara Clement  
**Cc:** Alison Gillespie; Denise Oliphant  
**Subject:** Certificate of Insurance

Barb-

Can you please confirm Fahrner Asphalt Sealers, LLC. 6615 US HWY 12 W, Eau Claire, WI 54703 is in compliance with Chapter 923?

Can you please confirm Jake's Excavating and Landscaping, N10633 Lake Road, Ironwood, MI 49938 is in compliance with Chapter 923?

Thank you-

Sharon Campbell  
Public Works Administrative Manager

City of Ashland Public Works Department  
2020 6<sup>th</sup> Street East  
Ashland, WI 54806  
Phone: 715.685.1646  
FAX: 715.682.7907  
Email: [scampbell@coawi.org](mailto:scampbell@coawi.org)



# AGENDA BILL

Ref: 145

COMMITTEE AGENDA:  
COUNCIL AGENDA: 8E (06-26-2018)

**SUBJECT:** Approve a Resolution Accepting the Workmanship of Jake's Excavating & Landscaping, LLC, and Approve the Final Payment for the 2017 Fifield Row Sanitary Sewer Project and the Sanborn Avenue Water Main Replacement Project

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Public Works Department

**DATE SUBMITTED:** June 20, 2018

**CLEARANCES:** Public Works Department  
Finance Department

**EXHIBITS:** A-Proposed Resolution  
B-Final Construction Reports  
C-Final Pay Requests with Change Orders  
D-Treasurer's Certificate

**EXPENDITURES REQUIRED:** Final Work Completed and Retainage Due:  
\$ 4,628.79 Fifield Row Sanitary Sewer Replacement  
\$ 3,004.99 Sanborn Avenue Water Main Replacement  
\$ 7,633.78  
\$ 66,741.78 Final contract - Fifield Row Sanitary Sewer  
\$ 69,499.50 Final contract - Sanborn Avenue Water Main

**AMOUNT BUDGETED:** \$ 84,860.69 Fifield Row Sanitary Sewer Replacement  
\$ 80,720.32 Sanborn Avenue Water Main Replacement

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified that the provisions of Ordinance 923.10 have been complied with.

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:**

**RECOMMENDATION:** The Public Works Department recommends final payment to Jake's Excavating & Landscaping, LLC for completion of the Fifield Row Sanitary Sewer and the Sanborn Avenue Water Main Replacement Projects.

**SUMMARY STATEMENT:** On September 26, 2017, the Council approved to enter into a contract with Jake's Excavating & Landscaping, LLC to replace the sanitary sewer main servicing Fifield Row, and to replace a section of water main on Sanborn Avenue (prior to the planned WisDOT resurfacing of Sanborn Avenue/State Highway 112 in 2019). The City Council approved total expenditures for the work not to exceed \$84,860.69 on Fifield Row and \$80,720.32 on Sanborn Avenue.

The projects were both substantially completed on October 16, 2017, and the final costs came in less than the approved bid amounts by \$5,280.47 (combined)

The following is the detail of the contract funding:

	<b>Fifield Sanitary Sewer</b>		<b>Sanborn Ave Water Main</b>
	<u>Fund 690</u>	<u>Fund 680</u>	<u>Fund 680</u>
Bid Amount	\$ 58,457.73	\$ 14,072.77	\$ 69,991.25
Change Orders	\$ 630.00	\$ -0-	\$ 2,955.00
Net Qty Variances	\$ (9,148.72)	\$ 2,730.00	\$ (2,446.76)
Contractor Final Cost	<u>\$ 49,939.01</u>	<u>\$16,802.77</u>	<u>\$ 69,499.50</u>
Fifield Contract Total	<u>\$ 66,741.78</u>		

The Public Works Department is recommending approval to accept the workmanship of Jake's Excavating & Landscaping, LLC and approve final payment for the 2017 Fifield Row Sanitary Sewer Project and the Sanborn Avenue Water Main Replacement Project.

# RESOLUTION

No. \_\_\_\_\_

59

**RESOLUTION ACCEPTING THE WORKMANSHIP OF JAKE'S EXCAVATING & LANDSCAPING, LLC, AND APPROVE THE FINAL PAYMENT FOR THE 2017 FIFIELD ROW SANITARY SEWER PROJECT AND THE SANBORN AVENUE WATER MAIN REPLACEMENT PROJECT**

*WHEREAS*, the City of Ashland, hereinafter referred to as the City, and JAKE'S EXCAVATING AND LANDSCAPING, LLC, hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain public works improvements under **Project No. 690187017 FIFIELD ROW SANITARY SEWER REPLACEMENT PROJECT** and **Project No. 680187017 SANBORN AVENUE WATER MAIN REPLACEMENT PROJECT** in the City of Ashland, in accordance with plans and specifications prepared by the City Engineering Department for the agreed price of \$72,530.50 and \$68,991.25 respectively; and

*WHEREAS*, said total final contract price has been determined to be \$66,741.78 and \$69,499.50 as computed by the City Engineering Department using actual quantities as measured, change orders, additions, and deletions to the contract, and contract unit prices; and,

*WHEREAS*, the Contractor has completed all of the work set out in the specifications; and,

*WHEREAS*, Sharon Campbell, Interim Director of Public Works, has submitted a final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account of work completed and retainage in the amount of \$7,633.78.

*NOW, THEREFORE, BE IT RESOLVED* that the recommendation and report prepared by the City Engineering Department be accepted.

*BE IT FURTHER RESOLVED* that the City of Ashland does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Ashland hereby reserves, if any, and subject to the right of the City of Ashland to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Ashland as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

*BE IT FURTHER RESOLVED* that the City, through its proper officials, issues its voucher in the sum of \$7,633.78 to the Contractor in full and final payment of the City's obligations under this contract.

\_\_\_\_\_  
Councilperson

APPROVED: June 26, 2018

ATEEST: \_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney

# FINAL CONSTRUCTION REPORT

**PROJECT:** FIFIELD ROW SANITARY SEWER REPLACEMENT PROJECT (690187017)

**SUBSTANTIAL COMPLETION DATE:** October 16, 2017

**REPORT DATE:** June 15, 2018

**CONTRACTOR:** Jake's Excavating & Landscaping, LLC

Approved Budget: \$84,860.69

Bid Amount: \$72,530.50

Change Orders: \$ 630.00

Net Quantity Variances: \$ (6,418.72)

**Final Cost: \$66,741.78**

## PROJECT DESCRIPTION

Replaced 387 feet of sanitary sewer main, re-connected homes to the new main, and replaced 136 feet of water service piping.

Change Order work included the following:

1. Asphalt patch in Fifield Row at connection to existing manhole.

The materials incorporated in this project comply with the project specifications. Project inspection was made during installation of the materials and to verify that plans and specifications were adhered to.

The pay quantity items installed on the project were verified. Final measurements were taken as needed to complete the pay estimates. All work pay items have been completed.

The Contractor's Performance and Payment Bond will remain in effect until the end of the warranty period to cover any warranty issues that are identified. The warranty is in effect until one year from date of Substantial Completion.

I, the Interim Director of Public Works for the City of Ashland, Wisconsin certify that the Fifield Row Sanitary Sewer Replacement Project, Project Number 690187017, is complete. The Contractor has satisfactorily completed its obligation to the City as specified in the Contract Agreement and is worthy of final payment of all compensation due.

Certified by: Sharon Campbell  
 Sharon Campbell  
 Interim Director of Public Works

## FINAL CONSTRUCTION REPORT

**PROJECT:** SANBORN AVENUE WATER MAIN REPLACEMENT PROJECT (680187017)

**SUBSTANTIAL COMPLETION DATE:** October 16, 2017

**REPORT DATE:** June 15, 2018

**CONTRACTOR:** Jake's Excavating & Landscaping, LLC

Approved Budget: \$80,720.32

Bid Amount: \$69,991.25

Change Orders: \$ 2,955.00

Net Quantity Variances: \$ (2,446.76)

**Final Cost: \$69,499.50**

332 feet of water main originally installed in 1913 was replaced in advance of the scheduled resurfacing of Sanborn Avenue.

Change Order work included the following:

1. Replaced 2 inch water service
2. Replaced 2 fire hydrants

The materials incorporated in this project comply with the project specifications. Project inspection was made during installation of the materials and to verify that plans and specifications were adhered to.

The pay quantity items installed on the project were verified. Final measurements were taken as needed to complete the pay estimates. All work pay items have been completed.

The Contractor's Performance and Payment Bond will remain in effect until the end of the warranty period to cover any warranty issues that are identified. The warranty is in effect until one year from date of Substantial Completion.

I, the Interim Director of Public Works for the City of Ashland, Wisconsin certify that the Sanborn Avenue Water Main Replacement Project, Project Number 680187017, is complete. The Contractor has satisfactorily completed its obligation to the City as specified in the Contract Agreement and is worthy of final payment of all compensation due.

Certified by: Sharon Campbell  
Sharon Campbell  
Interim Director of Public Works

62

APPLICATION FOR PAYMENT NO.

3 (FINAL)

To: City of Ashland (Owner)

From: Jake's Excavating (Contractor)

Project: Fifield Row Sanitary Sewer Main Replacement Project

For Work Period: From: December 21, 2017 Thru: June 5, 2018

1.	Original Contract Price:	<u>\$72,530.50</u>
2.	a) Net change by Change Orders and Written Amendments (+ or -)	<u>\$630.00</u>
	b) Net change by Quantity Variances (+ or -)	<u>-\$6,418.72</u>
3.	Current Contract Price (Line 1 plus Line 2):	<u>\$66,741.78</u>
4.	Total completed and stored to date:	<u>\$66,741.78</u>
5.	Retainage (per Agreement):	
	<u>0.00%</u> of completed Work: <u>\$0.00</u>	
	<u>0.0%</u> of stored material: <u>\$0.00</u>	
	Total Retainage:	<u>\$0.00</u>
6.	Total completed and stored to date less retainage (Line 4 minus Line 5):	<u>\$66,741.78</u>
7.	Less previous Payments:	<u>\$62,112.99</u>
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	<u><b>\$4,628.79</b></u>

Accompanying Documents:  
Itemization of Quantities

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated

6-13-18

By:



Jake Novascone

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated

By:

Jim Struck; Acting Director of Public Works

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated

By:

City Administrator

Dated

By:

Debra Lewis, Mayor

Dated

By:

Barbara Clement, Comptroller

Dated

By:

Denise Oliphant, City Clerk

00.06 - CHANGE ORDER

No. 1

DATE OF ISSUANCE: 10/27/2017  
EFFECTIVE DATE: 10/27/2017

OWNER: CITY OF ASHLAND  
CONTRACTOR: JAKE'S EXCAVATING  
OWNER's Contract No: 690187017  
PROJECT: FIFIELD ROW SANITARY SEWER REPLACEMENT

ENGINEER \_\_\_\_\_  
ENGINEER's Contract No \_\_\_\_\_

You are directed to make the following changes in the Contract Documents:

Description:  
Asphalt patch in Fifield Row at manhole connection.

Reason for Change Order: There was no bid item for the asphalt patch. Price is \$90/ton. (\$90 x 7 = \$630)

Attachments: (list documents supporting change)

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES	
Original Contract Price		Original Contract Times	
\$ <u>72,530.50</u>		Substantial Completion: <u>11/17/2017</u>	
		Ready for final payment: <u>6/11/2018</u>	(days or dates)
Net Increase (Decrease) from previous Change Orders No. _____ to _____		Net change from previous Change Orders No. _____ to _____	
\$ <u>0.00</u>		Substantial Completion: <u>0</u> additional days	
		Ready for final payment: <u>0</u> additional days	
Contract Price Prior to this Change Order		Contract Times prior to this Change Order	
\$ <u>72,530.50</u>		Substantial Completion: <u>11/17/2017</u>	
		Ready for final payment: <u>6/11/2018</u>	(days or dates)
Net increase (decrease) of this Change Order		Net increase (decrease) this Change Order	
\$ <u>630.00</u>		Substantial Completion: <u>0</u> additional days	
		Ready for final payment: <u>0</u> additional days	
Contract Price with all approved Change Orders		Contract Times with all approved Change Orders	
\$ <u>73,160.50</u>		Substantial Completion: <u>11/17/2017</u>	
		Ready for final payment: <u>6/11/2018</u>	(days or dates)

RECOMMENDED BY: [Signature]  
ENGINEER (Authorized Signature)/Date

APPROVED: [Signature]  
OWNER (Authorized Signature)/Date

ACCEPTED: [Signature]  
CONTRACTOR (Authorized Signature)/Date

APPROVED: [Signature] [Signature]

Denise Cliphart, Clerk  
11-28-17  
Allen S. Lewis  
Treasurer  
12/4/17

MODIFIED FORM 7/11/2017 for use in Excel Edition 10-10-9-8 (1996 Edition) Prepared by the Engineer Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

APPLICATION FOR PAYMENT NO.

3 (FINAL)

To: City of Ashland (Owner)

From: Jake's Excavating (Contractor)

Project: Sanborn Avenue Water Main Replacement Project

For Work Period: From: December 21, 2017 Thru: June 5, 2018

1.	Original Contract Price:	<u>\$68,991.25</u>
2.	a) Net change by Change Orders and Written Amendments (+ or -)	<u>\$2,955.00</u>
	b) Net change by Quantity Variances (+ or -)	<u>-\$2,446.76</u>
3.	Current Contract Price (Line 1 plus Line 2):	<u>\$69,499.50</u>
4.	Total completed and stored to date:	<u>\$69,499.50</u>
5.	Retainage (per Agreement):	
	0.00% of completed Work:	<u>\$0.00</u>
	0.0% of stored material:	<u>\$0.00</u>
	Total Retainage:	<u>\$0.00</u>
6.	Total completed and stored to date less retainage (Line 4 minus Line 5):	<u>\$69,499.50</u>
7.	Less previous Payments:	<u>\$66,494.51</u>
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	<u>\$3,004.99</u>

Accompanying Documents:  
Itemization of Quantities

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 6-13-18

By:  Jake Novascone

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_

By: Jim Struck; Interim Director of Public Works

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated \_\_\_\_\_

By: City Administrator

Dated \_\_\_\_\_

By: Deb Lewis, Mayor

Dated \_\_\_\_\_

By: Barbara Clement, Comptroller

Dated \_\_\_\_\_

By: Denise Oliphant, City Clerk

ENG.

500.06 - CHANGE ORDER

No. 1

DATE OF ISSUANCE: \_\_\_\_\_

OWNER: CITY OF ASHLAND

EFFECTIVE DATE: \_\_\_\_\_

CONTRACTOR: JAKES EXCAVATING

OWNER's Contract No: 680187017

ENGINEER CITY

PROJECT: SANBORN AVENUE WATER MAIN REPLACEMENT

ENGINEER's Contract No \_\_\_\_\_

PROJECT

You are directed to make the following changes in the Contract Documents:

Description: Add 2" water service installation at \$45 per foot.

Reason for Change Order: 2" Water Service Replacement at 420 Sanborn Avenue (National Guard Armory) was not included in the original bid but was completed at the direction of the City.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>68,991.25</u>	Original Contract Times Substantial Completion: <u>11/17/2017</u> Ready for final payment: <u>6/11/2018</u> (days or dates)
Net Increase (Decrease) from previous Change Orders No. _____ to _____ \$ <u>0.00</u>	Net change from previous Change Orders No. _____ to _____ Substantial Completion: <u>0</u> additional days Ready for final payment: <u>0</u> additional days
Contract Price Prior to this Change Order \$ <u>68,991.25</u>	Contract Times prior to this Change Order Substantial Completion: <u>11/17/2017</u> Ready for final payment: <u>6/11/2018</u> (days or dates)
Net increase (decrease) of this Change Order \$ <u>1,305.00</u>	Net increase (decrease) this Change Order Substantial Completion: <u>0</u> additional days Ready for final payment: <u>0</u> additional days
Contract Price with all approved Change Orders \$ <u>70,296.25</u>	Contract Times with all approved Change Orders Substantial Completion: <u>11/17/2017</u> Ready for final payment: <u>6/11/2018</u> (days or dates)

RECOMMENDED BY: Sam Madenich 11/18  
ENGINEER (Authorized Signature)/Date

APPROVED: [Signature] 7-11-2018  
OWNER (Authorized Signature)/Date

ACCEPTED: [Signature] 12-20-17  
CONTRACTOR (Authorized Signature)/Date

APPROVED: William Lewis 2/5/18

APPROVED: [Signature] 2/1/18

APPROVED: [Signature] 2-2-18

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500.06 - CHANGE ORDER

No. 2

DATE OF ISSUANCE: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

OWNER: CITY OF ASHLAND

CONTRACTOR: JAKES EXCAVATING

OWNER's Contract No: 680187017

ENGINEER CITY \_\_\_\_\_

PROJECT: SANBORN AVENUE WATER MAIN REPLACEMENT

ENGINEER's Contract No \_\_\_\_\_

**PROJECT**

You are directed to make the following changes in the Contract Documents:

Description:

- A.) Add one 8" Tee at \$450 each.
- B.) Upgrade two sub-standard fire hydrants to meet minimum standards at \$600 each.

Reason for Change Order:

- A.) An 8" tee was required to make connection of the existing water main at intersection of 3rd street to the new water main. It was not in the original bid.
- B.) The two existing fire hydrants were served by 4" line. Minimum standard is 6". The hydrants were removed and replaced with 6" hydrants provided by the City.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
<b>Original Contract Price</b> \$ <u>68,991.25</u>	<b>Original Contract Times</b> Substantial Completion: <u>11/17/2017</u> Ready for final payment: <u>6/11/2018</u> (days or dates)
<b>Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u></b> \$ <u>1,305.00</u>	<b>Net change from previous Change Orders No. _____ to _____</b> Substantial Completion: <u>0</u> additional days Ready for final payment: <u>0</u> additional days
<b>Contract Price Prior to this Change Order</b> \$ <u>70,296.25</u>	<b>Contract Times prior to this Change Order</b> Substantial Completion: <u>11/17/2017</u> Ready for final payment: <u>6/11/2018</u> (days or dates)
<b>Net increase (decrease) of this Change Order</b> \$ <u>1,650.00</u>	<b>Net increase (decrease) of this Change Order</b> Substantial Completion: <u>0</u> additional days Ready for final payment: <u>0</u> additional days
<b>Contract Price with all approved Change Orders</b> \$ <u>71,946.25</u>	<b>Contract Times with all approved Change Orders</b> Substantial Completion: <u>11/17/2017</u> Ready for final payment: <u>6/11/2018</u> (days or dates)

RECOMMENDED BY: San Maderich 1/11/18  
 ENGINEER (Authorized Signature)/Date

APPROVED: [Signature] 1-11-2018  
 OWNER (Authorized Signature)/Date

ACCEPTED: [Signature] 12-20-17  
 CONTRACTOR (Authorized Signature)/Date

APPROVED: Walter Lewis 2/5/18

APPROVED: Barbara Cameron 2/11/18

APPROVED: Walter Skiphant 5-2-18

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**Alison Gillespie**

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**From:** Barbara Clement  
**Sent:** Wednesday, June 20, 2018 9:39 AM  
**To:** Alison Gillespie  
**Cc:** Sharon Campbell  
**Subject:** RE: Compliance with Chapter 923

Jake's Excavating is in compliance with City Ordinance Chapter 923.

Barbara Clement  
City of Ashland Treasurer  
601 Main St W  
Ashland, WI 54806

(715) 682-7056

**From:** Alison Gillespie  
**Sent:** Wednesday, June 20, 2018 7:24 AM  
**To:** Barbara Clement  
**Cc:** Sharon Campbell  
**Subject:** FW: Compliance with Chapter 923

Resending

**From:** Alison Gillespie  
**Sent:** Friday, June 15, 2018 8:07 AM  
**To:** Barbara Clement  
**Cc:** Dan Maderich  
**Subject:** Compliance with Chapter 923

Barb:

We are working on Pay Request 2 for Jake's Excavating's work on 6<sup>th</sup> Ave E Reconstruction.

Is Jake's in compliance with Chapter 923, Ashland City Ordinances?

Alison

Alison Gillespie  
Public Works/Utility Clerk  
City of Ashland Department of Public Works  
2020 6<sup>th</sup> Street East, Ashland, WI 54806  
Tel: (715) 682-7061  
Fax: (715) 682-7907  
[agillespie@coawi.org](mailto:agillespie@coawi.org)



# AGENDA BILL

Ref: 135

**COMMITTEE AGENDA:**  
**COUNCIL AGENDA: 8F (06-26-2018)**

**SUBJECT:** Approve a Resolution to Issue a Conditional Use Permit to Construct a New Government or Community Service Facility/Police Station in the Mixed Residential/Commercial (MRC) District, Parcels #201-00361-0000, 201-00361-2000, Applicant: City of Ashland (*Approved Unanimously by Plan Commission 06/19/2018*)

**RECOMMENDATIONS:** Approval

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**DEPARTMENT OF ORIGIN:** Department of Planning and Development

**DATE SUBMITTED:** June 20, 2018

**CLEARANCES:** Department of Planning & Development  
Plan Commission (*Approved Unanimously 06/19/2018*)

**EXHIBITS:** A-Proposed Resolution  
B-Plan Commission Staff Reports and Attachments  
C-Public Hearing Comments  
D-Excerpt of Ashland City Council Minutes, 1-30-18

**EXPENDITURES REQUIRED:** NA

**COMPLIANCE WITH ORDINANCE 51:** NA

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** The proposed development is consistent with the goals and principles established in the Comprehensive Plan which encourages the City to work to “enhance how our built environment supports our community and nurtures us civically.” The current location of the Ashland Police Department in the basement and third floor of City Hall in the core Downtown does not provide adequate space to accommodate the variety of services they provide as well as the vehicles, patrol equipment, and evidence storage they require. The relocation to their own facility with sufficient parking and storage space will assist in increasing the efficiency of services they provide for the citizens and visitors of Ashland.

Additionally, the Comprehensive Plan recommends improving accessibility to recreational opportunities in the City, which will be addressed through the public parking lot that will be available for trail users year-round, and will improve accessibility to this well-utilized recreational amenity for both residents and visitors.

**SUMMARY STATEMENT:**  
See attached staff reports for information.

**RESOLUTION**

No. \_\_\_\_\_

69

**RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT TO CONSTRUCT A NEW GOVERNMENT OR COMMUNITY SERVICE FACILITY/ POLICE STATION IN THE MIXED RESIDENTIAL/COMMERCIAL (MRC) DISTRICT, PARCELS #201-00361-0000, 201-00361-2000, APPLICANT: CITY OF ASHLAND**

*WHEREAS*, the Common Council of the City of Ashland is authorized to issue Conditional Use Permits; and,

*WHEREAS*, the applicant has requested a Conditional Use Permit per Chapter 781, Ashland City Ordinances, to construct a new government or community service facility/Police Station in the Mixed Residential/Commercial (MRC) district; and,

*WHEREAS*, the Plan Commission held a Public Hearing on June 19, 2018, and has recommended approval of a Conditional Use Permit per Chapter 781, Ashland City Ordinances, to construct a new government or community service facility/Police Station on Parcels #201-00361-0000, 201-00361-2000 and recommended approval with the following conditions:

- a. The applicant shall submit a final utility plan for approval by the Public Works Department.
- b. Full storm-water plan is subject to review by the DNR and Public Works Department.
- c. The applicant shall combine all existing parcels into a single parcel number.

***NOW, THEREFORE, BE IT RESOLVED*** by the Common Council of the City of Ashland that the Conditional Use Permit is in accordance with the Ashland Unified Development Ordinance and is hereby approved.

PASSED: June 26, 2018

\_\_\_\_\_  
Councilperson

ATTEST: \_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\*Applicant understands and accepts the conditions of approval indicated in this Resolution

\*Applicant was provided notice of the approval by Common Council within 5 business days of such approval

*Find yourself next to the water.*

# ASHLAND

City of Ashland, Wisconsin  
601 Main Street West — Ashland, WI 54806 — www.coawi.org

## DEPARTMENT OF PLANNING & DEVELOPMENT

601 Main Street West  
Ashland, WI 54806

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### STAFF REPORT

Plan Commission – June 19<sup>th</sup>, 2018

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- Agenda Item # 5a:**            **Public Hearing and Consideration of a Conditional Use Permit Request to Construct a new City of Ashland Police Station**
- Zoning District:**            **Mixed Residential/Commercial (MRC)**
- Property Address:**         **414 11<sup>th</sup> Avenue W**
- Parcel #:**                     **201-00361-0000, 201-00361-2000**
- Applicant:**                 **City of Ashland**
- Staff Contact:**             **Megan McBride**

#### Background

The City of Ashland is requesting a Conditional Use Permit to construct a new Police Station at 414 11<sup>th</sup> Avenue West on the former Chicago Iron site. A Conditional Use Permit is required for this development because a "government or community service use" is conditional in the Mixed Residential/Commercial (MRC) zoning district. This 14,795 square foot facility will include administrative services, areas for patrol equipment and evidence storage, a detention area for detainee interviews, and a garage for protection of police vehicles.

#### Other key site elements include:

- A public parking lot will be constructed on the southwest corner of the property to provide a place for trail users to park their vehicles. The provision of this second parking lot for public use is included for consideration in this Conditional Use Permit as they will cause the site to exceed the maximum thirty-three (33) required spaces.
- The primary parking areas for the Police Station are located on the east and south sides of the building, with access drives on both the east and west sides of the property to accommodate traffic flow. This includes a new driveway to be constructed to connect to 10<sup>th</sup> Avenue West.
- Landscaped rain gardens will be installed surrounding the property to accommodate storm-water runoff.
- Landscaping will be incorporated throughout the site, with trees being planted along the north and south sides of the property to provide screening from the adjacent residential properties and the corridor.

#### Standards for Conditional Use Review

The City of Ashland's Unified Development Ordinance Section 3.9 (C) Conditional Use Permit – Approval Criteria (and all subsections thereof), create the legal framework to regulate, administer, and enforce the conditional use standards for the City of Ashland. The following decision criteria were used to review the submitted conditional use:

1. **Consistency with Comprehensive Plan.** The proposed development is consistent with the goals and principles established in the Comprehensive Plan which encourages the City to work to "enhance how our built environment supports our community and nurtures us civically." The current location of the Ashland Police Department in the

basement and third floor of City Hall in the core Downtown does not provide adequate space to accommodate the variety of services they provide as well as the vehicles, patrol equipment, and evidence storage they require. The relocation to their own facility with sufficient parking and storage space will assist in increasing the efficiency of services they provide for the citizens and visitors of Ashland. Additionally, the Comprehensive Plan recommends improving accessibility to recreational opportunities in the City, which will be addressed through the public parking lot that will be available for trail users year-round, and will improve accessibility to this well-utilized recreational amenity for both residents and visitors.

- 2. **Compatibility.** The proposed use is compatible with that that of existing development within 200 feet of the site and within 500 feet along the same street, and with anticipated/desired future development in the vicinity. The existing uses in this area are predominately residential with anticipated future residential or mixed residential/commercial development across the street on the City-owned Beaser Avenue Redevelopment site. Directly east of the site is the former Printing Plus building which was recently approved as the location for the upcoming Ever Grow Child Care Center. We see the proximity of our Police Station to this new child care facility and residential uses as compatible and complimentary. Another factor for consideration is the proximity of the site to the 5<sup>th</sup> Street Corridor. They have proposed to construct a public parking lot on the southwest corner of the property to provide a place for trail users to safely park their vehicles while utilizing the trail.
- 3. **Importance of Services to the Community.** The construction of a new Police Station to provide necessary facilities, equipment, and storage to meet the needs of local law enforcement will assist them in their work to protect and serve the community. The relocation from City Hall to a separate building will also make communication and access more efficient for both police officers and the public as residents will have a clear location and office hours to contact the Police Department. In addition, the public parking lot that will be made available year-round for trail users will provide an additional service for both residents and visitors who want a safe place to park their vehicle while utilizing the corridor.
- 4. **Neighborhood Protections.** Trees are being proposed for screening the north and south sides of the property (respectively) from the adjacent residential properties as well as views from the corridor. Trees will be planted along the 11<sup>th</sup> Avenue West side of the property to beautify and provide screening as well. The landscaped rain gardens proposed on the site will offer an additional neighborhood protection by reducing the overall impact on city storm sewers in that area.
- 5. **Conformance with Other Requirements:** The development must conform to all other provisions of the UDO. There are items in the UDO that the proposed development does not conform with or that are unknown at this time, including the following:
  - A right-of-way permit must be obtained from the Public Works Department for all work to be conducted in the public right-of-way.
  - All signs are required to obtain a sign permit from the Planning & Development department.

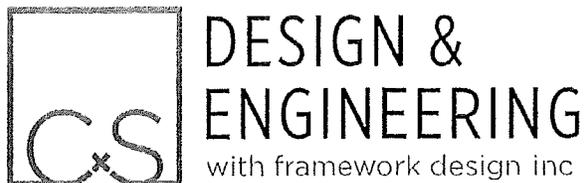
**Review Recommendation**

Staff recommends APPROVAL of the Conditional Use Permit contingent upon the following conditions:

- The applicant shall submit a final utility plan for approval by the Public Works Department.
- Full storm-water plan is subject to review by the DNR and Public Works Department.
- The applicant shall combine all existing parcels into a single parcel number.

Additionally, as a Public Hearing is scheduled for the proposed Conditional Use Permit, the Plan Commission should hear all input from the public prior to making a decision. The required Class 2 public hearing notice was given, and letters were sent to property owners within 200 feet of the proposed development.

*Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the approvals may be made by the Plan Commission and Common Council.*



803 Lake Shore Drive West, Ashland, WI 54806

Phone: (715) 682-0330

[www.csdesignengineering.com](http://www.csdesignengineering.com)

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May 31, 2018

April Kroner, Planning & Development Director  
City of Ashland  
601 Main Street West  
Ashland, WI 54806

**RE: City of Ashland Police Station - Site Plan Review & Conditional Use Permit Request**

Dear April,

Attached please find the Conditional Use Permit Request Application and Plan Set for the proposed new City of Ashland Police Station to be located at 414 11<sup>th</sup> Avenue West. This 14,795 sq. ft. building will provide an updated facility for police administration offices, areas for patrol equipment & evidence storage, a small detention area for detainee interviews, and a garage for protection of police vehicles.

The proposed site was previously used by Chicago Iron and the contamination has been cleaned up; a Certificate of Completion was issued by the WDNR. It currently sits vacant and is owned by the City of Ashland. The new building would sit toward the northern property line with the main parking areas on the east and south of the building. Access driveways are located on all sides of the building in order to allow adequate traffic flow into, out of, and around the property. A new driveway at the southeast property corner would be constructed to connect to 10<sup>th</sup> Avenue West, providing another route for access to the facility. A small public parking lot is also proposed on the southwest corner of the property to provide a place for trail users to park their vehicles in a safe location in order to access the trail. This lot would be utilized all months of the year (bicyclists/walkers in warm weather months, snowmobilers in cold weather months).

There is an existing border of pines along the north side of the property which will remain. New trees will be planted along the southeast property lines, which border two residential lots, and along the west side of the property adjacent to 11<sup>th</sup> Avenue West. The existing vegetation along the south property line (parallel to Tri-County Corridor) will be cleaned up and left in place. Landscaped rain gardens will be installed around the building to handle storm-water runoff from the roof. A detention pond would be located between the south parking area and the public trail lot.

Existing municipal utility lines are located along the east and west property lines, with the exception of the sanitary main which runs north/south through the center of the property. Coordination with the Public Works Department to determine the best solution for relocating or replacing this main is forthcoming.

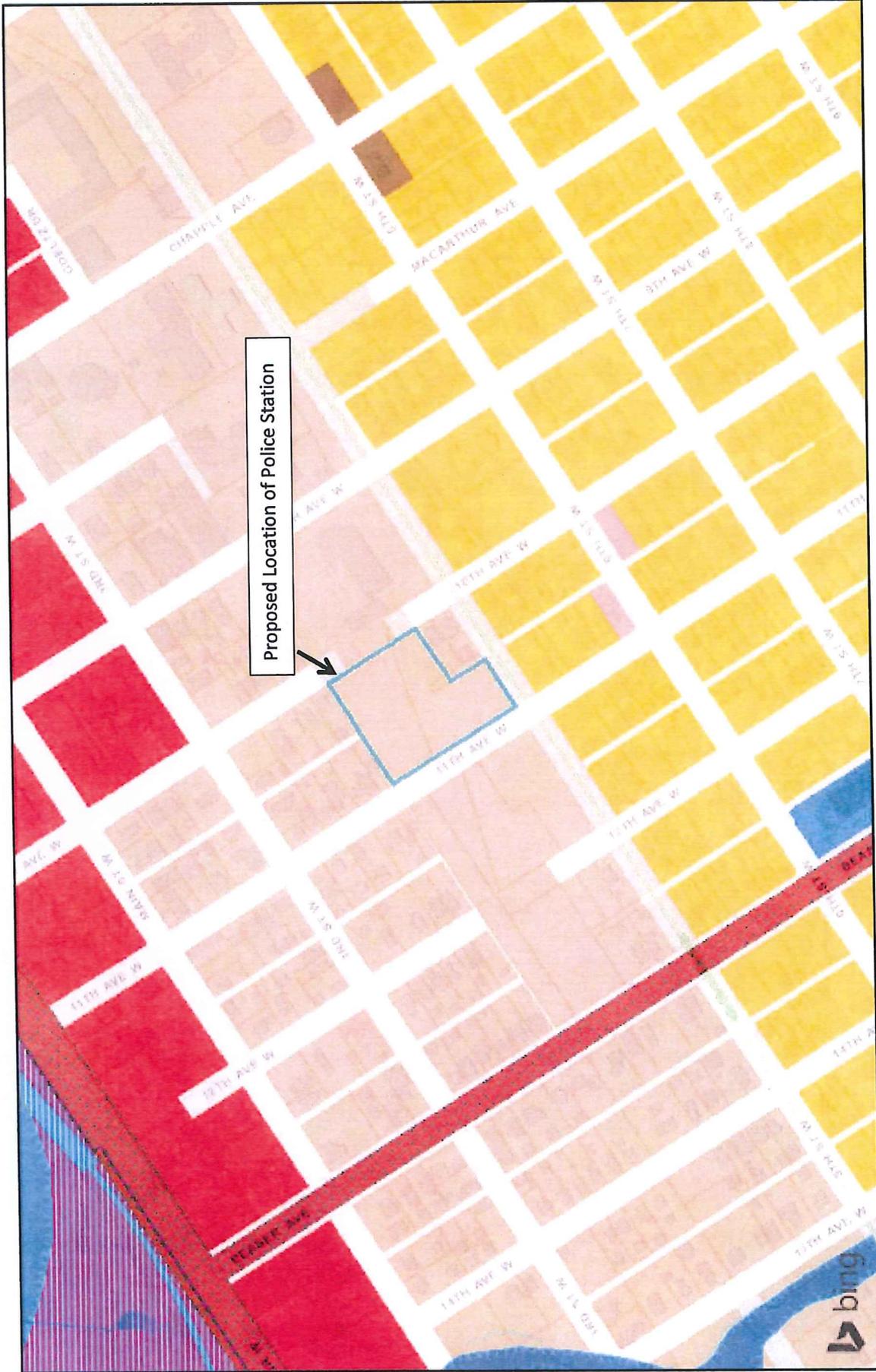
Please review the attached documents at your earliest convenience and place as an agenda item on the June 19, 2018 Planning Commission meeting. If there are any questions or additional information required, please let us know.

Sincerely,

A handwritten signature in cursive script that reads "Brianna Werhanowicz".

Brianna Werhanowicz, Associate Principal  
C&S Design & Engineering, Inc.

Enc.



Proposed Location of Police Station

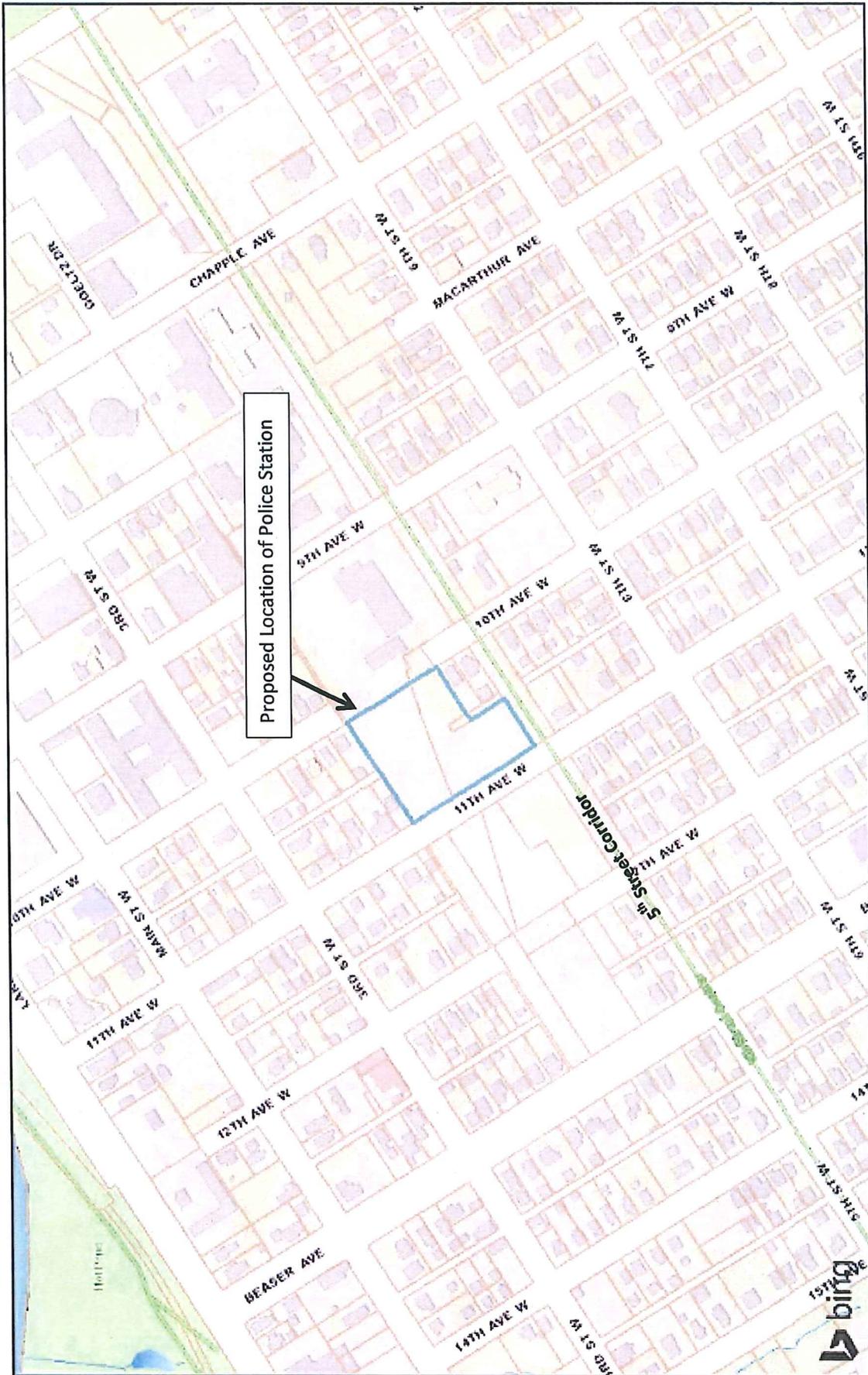


1:6,019  
0 0.05 0.1 0.15 0.2 mi  
0 0.075 0.15 0.3 km

City of Ashland Public Works Department, GIS Division  
City of Ashland Public Works and Planning Department

- Mixed Residential/Commercial (MRC)
- Single- and Two-Family Residential (R-2)
- City Center (CC)

June 5, 2018



June 5, 2018

Parcel Labels

Parcel Mapping

1:6,019



City of Ashland Public Works Department, GIS Division  
© 2018 Microsoft Corporation © 2018 HERE

Printed from City of Ashland GIS Web Mapping



# AGENDA BILL

**Ref: 022**

**COMMITTEE AGENDA:**  
**COUNCIL AGENDA: 7G (01-09-2018)**  
**7A (01-30-2018)**

**SUBJECT: Request Under Ordinance 51 of a Reconsideration of the Agenda Item from January 9, 2018 for Approval of a Resolution to Select a Site Plan for a New Police Facility and Authorization to Direct C&S Design and Engineering, Inc. to Proceed with Architectural Plans for the Site Chosen**

**At Either of the Following Locations:**

- 1. Selecting 11<sup>th</sup> Avenue West site plan as recommended by Police Dept. Internal Planning Team; or,**
- 2. Selecting 3<sup>rd</sup> Avenue East Site Plan**

**RECOMMENDATIONS:** Approval of resolution to select a site plan for a new police facility and authorization to direct C&S Design and Engineering, Inc. to proceed with architectural plans for the site chosen

**DEPARTMENT OF ORIGIN:** Councilor Ketring

**DATE SUBMITTED:** January 2, 2018

**CLEARANCES:** City Administrator  
Mayor

**EXHIBITS:** A-Resolution Passed January 9, 2018  
B-Exhibit of Drawings for Possible Police Station Sites Prepared by C&S Design and Engineering, Inc.

**EXPENDITURES REQUIRED:** None at this time

**AMOUNT BUDGETED:** N/A

**APPROPRIATION REQUIRED:** \$0

**RECOMMENDED MOTION:** Approval of resolution to select a site plan for a new police facility and authorization to direct C&S Design and Engineering, Inc. to proceed with architectural plans for the site chosen

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** The Authentic Ashland Comprehensive Plan approved by the City Council on February 16, 2017 contains 4 Planning Principles to be used to make decisions. Principle 4 on page 21 of part 1 states: "Ashland Must be Spatially Reorganized for the 21<sup>st</sup> Century. We understand that the city's population has shrunk and the infrastructure, buildings, and open space must be properly scaled and arranged to match Ashland's 21<sup>st</sup> century economic and demographic realities. We will focus public resources and

concentrate existing and new demand into areas that will increase vibrancy and economic strength. By creating critical mass in a smaller spatial footprint—instead of spreading public investment and private development thinly around the city—Ashland can adjust to market realities and maintain the feeling of a vital small town. Strong connections between the areas of activity will keep the city feeling like a physically coherent community.”

**SUMMARY STATEMENT:** Councilor Ketring has requested an opportunity, pursuant to Ordinance 51.24(a) to bring a Motion to Reconsider the Council Action Taken on January 9, 2018 to Approve a Resolution to Select 11<sup>th</sup> Avenue West as Recommended by Police Dept. Internal Planning Team for a New Police Facility and Authorization to Direct C&S Design and Engineering, Inc. to Proceed with Architectural Plans for the Site Chosen

Ordinance 51.24(a) states:

(a) Motion to reconsider. Except for those motions which under parliamentary procedure are not subject to reconsideration, it shall be in order for any member who voted in the majority to move a reconsideration of such vote at the same or next succeeding regular meeting of the Council (if the action to be reconsidered was taken at a Council meeting) or at the same or next succeeding regular meeting of the Committee of the Whole (if the action to be reconsidered was taken at a meeting of the Committee of the Whole). A motion to reconsider having been lost shall not be again in order.

For several years, the City of Ashland Police Department has functioned within the confines of City Hall. Police Department patrol operations are housed in the basement level of City Hall, and administrative services, including customer service and investigation, are housed on the third floor of City Hall. The functionality of the operation of the Police Department on two floors of City Hall does not meet the needs of the department and offers inadequate facilities for a professional police force. On numerous occasions, the patrol operations office areas in the basement have become flooded due to heavy rain events. Space is inadequate, especially when outside agencies (i.e.; the FBI, State of WI DCI, and others) are brought in on joint collaborative operations. Separate restrooms and shower facilities for men and women are not available. Relocation of police operations into a modern facility will allow for increased efficiency of operations and provide for a professional work environment for all employees of the department. Further, employee morale is proven to increase when the conditions of the work environment improve.

On September 29, 2015, the City Council approved the 2016-2020 Strategic Plan of the City. One of the strategic priorities includes facility improvements to City Hall, Police, and Vaughn Public Library.

In 2016, Ashland County had begun a process of exploring the option of adding on to the existing Ashland County Law Enforcement facility located on 6<sup>th</sup> Street East to expand law enforcement space, relocate court operations, and relocate human services and other operations of the County. The original plan was for Ashland County to start construction in 2018 if plans proceeded as expected. Late in 2016, City Administration and the Ashland Police Department believed that this presented a prime opportunity to explore the possibility of moving the City’s facilities to the new expanded law enforcement center.

On September 8, 2016, the County Administrator, County Sheriff, County Board Chair, Mayor, City Administrator, Police Chief and Police Captain met to have a preliminary discussion on the possibility of collaborating with Ashland County to move the City’s Police Department to the expanded facility. The Ashland Police Department and the Ashland County Sheriff were agreeable with exploring a

“joint” facility of this nature because it would enable closer collaboration on law enforcement as well as be more sustainable because of the opportunity for shared resources.

On February 7, 2017, the Law Enforcement Committee for the Ashland County Board voted not to move forward with previous plans to expand the County law enforcement center at the existing site, but rather seek to secure land to build a large county building at non-centrally located potential sites, outside the core areas of the City of Ashland identified in the Comprehensive Plan as high priority for development. The County is unlikely at this time to meet their original timetable for completion of a new or remodeled facility. The desire to collaborate with the County, while noble and well-intentioned, on closer analysis, no longer appears to be in the best interest of the City of Ashland. The Ashland Police Department strongly believes that the new police facility should be located in the core of the city to provide the most effective service to the citizens of Ashland.

Due to the change in the County’s direction and the likely remote location of a new County facility, as well as great uncertainty as to the City of Ashland’s future cost in a potential joint venture, the City Administrator, Mayor and the Police Chief recommended and the Council agreed that the needs of the Ashland Police Department for long term permanence would not be likely to be met through a joint venture with the County Sheriff Department.

At the March 14, 2017 Committee of the Whole meeting, a motion was made by Teague, seconded by George to direct the City Administrator to prepare an RFP to secure an architectural firm to prepare up to three options as to how to proceed to develop a sustainable Ashland Police Department located centrally in the City of Ashland. The motion carried unanimously by voice vote. At the March 28, 2017 Council meeting, Moore moved, George seconded a motion to proceed with the development of a Police Department building. The motion carried unanimously on a roll call vote.

At the September 26, 2017 Council meeting, George moved, Doersch seconded a motion to approve awarding a contract to C&S/Bray for the architectural and design work for the new Police station. The final roll call vote was taken on the motion made to approve awarding the contract to C&S Design & Engineering/Bray Architects for design work of a new Police station and directing the City Administrator and Mayor to execute the required contractual documents. The motion passed 6-4 by roll call vote; Ketring, Kinney, Williamson, and Pufall opposed.

After award of contract in September, 2017, the Police Department Internal Planning team met on September 28, October 6, November 2, and December 7 with members of the C&S Design team. Tours arranged by C&S Design were taken in October, 2017 of the following police facilities by members of the committee: DeForest, Mount Pleasant, St. Francis, and Mount Horeb. The facilities selected for the tour were located in communities similar in size to Ashland and were designed by Bray Associates Architects, Inc. A space needs analysis was conducted by Ashland Police Chief Jim Gregoire and Captain Bill Hagstrom in association with Bray Associates Architects, Inc. and C&S Design, Inc.

In addition to the space needs analysis, members of the internal committee have toured potential sites in Ashland and a data and field investigation for each site has been conducted by C&S Design. Seven site options in the core City of Ashland area have been studied and preliminary designs and cost estimates have been prepared. After careful consideration of pros and cons for each site, the Police Department Internal Planning Team voted unanimously to recommend that the 11<sup>th</sup> Avenue West site

plan be selected as the most viable site for the new police facility. The 3<sup>rd</sup> Avenue East site was chosen as a secondary option by the group. Next steps remaining in the process include:

- Design Development
  - Approval of schematic design
  - Design development improvements
  - Development and approval of design documents
- Construction Documents Phase
  - Formulation of construction documents, drawings, and specifications

At the January 9, 2018, City Council meeting, Ortman moved, George seconded a motion to approve a Resolution to select the 11<sup>th</sup> Avenue West site plan for a new police facility and authorization to direct C&S Design and Engineering, Inc. to proceed with architectural plans for the site recommended by the Police Department Internal Planning Team. The motion carried 7-2 by roll call vote; opposed were Kinney and Pufall.

**Plan Commission Meeting 6-19-18  
Public Hearing Comments**

**Public Comment (non-agenda items)**

Richard Ketring expressed that it is an exciting time for development in Ward 2. He expressed the following sentiments related to the preliminary conceptual plan submitted by Commonwealth Companies for the Beaser Avenue Redevelopment site:

- He feels that the development that ultimately goes on this site should preserve existing community pathways and be integrated into the neighborhood.
- He believes the development should be phased to protect the interests of the City and ensure that this site is utilized to its maximum potential.

**Public Hearing for a Conditional Use Permit to construct a new government or community service facility/Police Station at**

*Comments Received Prior to the Meeting:*

**John Manno**

“This is in response to the CUP for the new Police Station on the 400 block of 11<sup>th</sup> Avenue West. I am unable to attend the Public Hearing scheduled for Tuesday June 19<sup>th</sup>.

I do not approve of the new Police Station being built on that location, for the following reasons:

1. It will tend to discourage development of the large plot across 11<sup>th</sup> Avenue West. There was a gentleman who wanted to build a number of small houses on that plot, but has withdrawn his proposal, in part due to the new Police Station. The city desperately needs construction and development of new housing.
2. A better location for the station would be up Beaser Avenue, by the hospital and the high school. There is more land available up in that area, when the need arises for the station to expand and/or modernize in other ways in the future.

Thank you!”

**Richard Ketring**

“There’s always been a runoff problem with this site since Chicago Iron was moved. As you can see in the photo of the manhole, water was running fast enough from there to wash the gravel away. At least 2 houses immediately south of the site have experienced repeated sewage backups with heavy rainfall. The site plan shows the runoff directed to the north NOT into the Avenues. Why?

It’s time to fix the runoff and sewage backup issues for this neighborhood.”

“There appears to be no sidewalk on the 10th Avenue side of the project. In recognition of the public pathway that is in existence on 10 Avenue running North and South in the ROW I believe the city has an obligation to maintain that public thorough fare with a side walk. I have included a screen shot of the satellite image with the red line running parallel to the East of the existing path.”

Comments Received at the Meeting:

Richard Ketring expressed the following concerns at the meeting:

- There are frequent sewer backup problems for properties immediately south of the site after rain events.
- There have been sewer manhole overflow issues in this area in the past.
- Runoff from the site floods properties to the north after rain events.
- Residents in the neighborhood often use 10<sup>th</sup> Avenue West as a pathway, which he feels should be preserved and a sidewalk should be considered on the 10<sup>th</sup> Avenue West side of the property in addition to the proposed sidewalk along 11<sup>th</sup> Avenue West.

Staff Responses:

- The existing sewer and runoff issues on adjacent properties will not be added to by this development as the storm-water runoff plan will need to be approved by the WDNR and Public Works Department to ensure that all runoff is being captured on the site and not going onto adjacent properties. The Public Works Department was been made aware of these concerns and will work to address them, but this is not part of the consideration for the proposed Conditional Use Permit or site plan for the Police Station.

**Request Under Ordinance 51 of a Reconsideration of the Agenda Item From January 9, 2018 for Approval of a Resolution to Select a Site Plan for a New Police Facility and Authorization to Direct C&S Design and Engineering, Inc. to Proceed with Architectural Plans for the Site Chosen (Councilor Ketring)**

Councilor Ketring had requested an opportunity, pursuant to Ordinance 51.24(a) to bring a motion to reconsider the Council action taken on January 9, 2018 to approve a Resolution to select 11<sup>th</sup> Avenue West as recommended by Police Dept. Internal Planning Team for a new Police facility and authorization to direct C&S Design and Engineering, Inc. to proceed with architectural plans for the site chosen

Ordinance 51.24(a) states:

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In 2016, Ashland County had begun a process of exploring the option of adding on to the existing Ashland County Law Enforcement facility located on 6<sup>th</sup> Street East to expand law enforcement space, relocate court operations, and relocate human services and other operations of the County. The original plan was for Ashland County to start construction in

Ashland City Council

January 30, 2018

Excerpt of Minutes, Item 7A

2018 if plans proceeded as expected. Late in 2016, City Administration and the Ashland Police Department believed that this presented a prime opportunity to explore the possibility of moving the City's facilities to the new expanded law enforcement center.

On September 8, 2016, the County Administrator, County Sheriff, County Board Chair, Mayor, City Administrator, Police Chief and Police Captain met to have a preliminary discussion on the possibility of collaborating with Ashland County to move the City's Police Department to the expanded facility. The Ashland Police Department and the Ashland County Sheriff were agreeable with exploring a "joint" facility of this nature because it would enable closer collaboration on law enforcement as well as be more sustainable because of the opportunity for shared resources.

On February 7, 2017, the Law Enforcement Committee for the Ashland County Board voted not to move forward with previous plans to expand the County law enforcement center at the existing site, but rather seek to secure land to build a large county building at non-centrally located potential sites, outside the core areas of the City of Ashland identified in the Comprehensive Plan as high priority for development. The County is unlikely at this time to meet their original timetable for completion of a new or remodeled facility. The desire to collaborate with the County, while noble and well-intentioned, on closer analysis, no longer appears to be in the best interest of the City of Ashland. The Ashland Police Department strongly believes that the new police facility should be located in the core of the city to provide the most effective service to the citizens of Ashland.

Due to the change in the County's direction and the likely remote location of a new County facility, as well as great uncertainty as to the City of Ashland's future cost in a potential joint venture, the City Administrator, Mayor and the Police Chief recommended and the Council agreed that the needs of the Ashland Police Department for long term permanence would not be likely to be met through a joint venture with the County Sheriff Department.

At the March 14, 2017 Committee of the Whole meeting, a motion was made by Teague, seconded by George to direct the City Administrator to prepare an RFP to secure an architectural firm to prepare up to three options as to how to proceed to develop a sustainable Ashland Police Department located centrally in the City of Ashland. The motion carried unanimously by voice vote. At the March 28, 2017 Council meeting, Moore moved, George seconded a motion to proceed with the development of a Police Department building. The motion carried unanimously on a roll call vote.

At the September 26, 2017 Council meeting, George moved, Doersch seconded a motion to approve awarding a contract to C&S/Bray for the architectural and design work for the new Police station.

The final roll call vote was taken on the motion made to approve awarding the contract to C&S Design & Engineering/Bray Architects for design work of a new Police station and directing the

Ashland City Council

January 30, 2018

Excerpt of Minutes, Item 7A

City Administrator and Mayor to execute the required contractual documents. The motion passed 6-4 by roll call vote; Ketring, Kinney, Williamson, and Pufall opposed.

After award of contract in September, 2017, the Police Department Internal Planning team met on September 28, October 6, November 2, and December 7 with members of the C&S Design team. Tours arranged by C&S Design were taken in October, 2017 of the following police facilities by members of the committee: DeForest, Mount Pleasant, St. Francis, and Mount Horeb. The facilities selected for the tour were located in communities similar in size to Ashland and were designed by Bray Associates Architects, Inc. A space needs analysis was conducted by Ashland Police Chief Jim Gregoire and Captain Bill Hagstrom in association with Bray Associates Architects, Inc. and C&S Design, Inc.

In addition to the space needs analysis, members of the internal committee have toured potential sites in Ashland and a data and field investigation for each site has been conducted by C&S Design. Seven site options in the core City of Ashland area have been studied and preliminary designs and cost estimates have been prepared. After careful consideration of pros and cons for each site, the Police Department Internal Planning Team voted unanimously to recommend that the 11<sup>th</sup> Avenue West site plan be selected as the most viable site for the new police facility. The 3<sup>rd</sup> Avenue East site was chosen as a secondary option by the group. Next steps remaining in the process include:

- Design Development
  - Approval of schematic design
  - Design development improvements
  - Development and approval of design documents
- Construction Documents Phase
  - Formulation of construction documents, drawings, and specifications

At the January 9, 2018, City Council meeting, Ortman moved, George seconded a motion to approve a Resolution to select the 11<sup>th</sup> Avenue West site plan for a new police facility and authorization to direct C&S Design and Engineering, Inc. to proceed with architectural plans for the site recommended by the Police Department Internal Planning Team. The motion carried 7-2 by roll call vote; opposed were Kinney and Pufall.

After Ketring explained his reason for asking for reconsideration of this resolution, Williamson moved, Ortman seconded a motion to allow Council to reconsider the agenda item from January 9, 2018 for approval of a resolution to select a site plan for a new police facility and authorization to direct C&S Design and Engineering, Inc. to proceed with architectural plans for the site chosen. The motion carried 6-2 by roll call vote; opposed were Doersch and Moore.

Ketring moved, Pufall seconded a motion to reconsider the 3<sup>rd</sup> Avenue East site as the proposed location for the new Police Department facility. The motion failed 5-2 by roll call vote; opposed were Doersch, Mettille, Kinney, Ortman, and Moore; Williamson abstained.

After thorough discussion including comment from Mr. Stephen Schraufnagel of C&S Design & Engineering, Inc. and Detective Scott Morland, Williamson called the question, seconded by Doersch. The motion passed 7-1 by voice vote; opposed was Ortman.

Doersch moved, Mettill seconded a motion to approve the 11<sup>th</sup> Avenue West site for a new Police facility and authorization to direct C&S Design & Engineering, Inc. to proceed with architectural plans for the site. The motion carried 5-4 by roll call vote, with Mayor Lewis casting the tie-breaking vote; opposed were Ketring, Kinney, Ortman, and Williamson.

# AGENDA BILL



86

Ref: 141

COMMITTEE AGENDA:  
COUNCIL AGENDA: 8G (06-26-2018)

**SUBJECT: Approve a Resolution for Ratification of the City of Ashland Disaster Declaration, Ashland County, Wisconsin, for the Flooding Event on June 15, 16 & 17, 2018**

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Mayor

**DATE SUBMITTED:** June 19, 2018

**CLEARANCES:** Mayor

**EXHIBITS:** A-Proposed Resolution  
B-City of Ashland Disaster Declaration

**EXPENDITURES REQUIRED:** N/A

**COMPLIANCE WITH ORDINANCE 51:** N/A

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** N/A

**RECOMMENDATION:** As required by State Statute, the City Council is being asked to ratify the City of Ashland Disaster Declaration approved by Mayor Deb Lewis.

**SUMMARY STATEMENT:** As you are aware, the City of Ashland received damages from the June 15-17, 2018 rainfall and flooding which resulted in requiring extensive cleanup efforts, as well as property damage to individual and municipal property in multiple locations within the City. Ashland County Emergency Management recommended that the City prepare a declaration of emergency following the flooding in order to make potential funding sources available to the city and its residents. Preliminary damage assessments for the City of Ashland for both public and private losses from the flooding are in the process of being compiled and are expected to exceed required thresholds.

Under s. 323.14(4) (b) of the Wisconsin State Statutes, certain powers are allowed during an emergency:

“If, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, the chief executive officer or acting chief executive officer of any local unit of government shall exercise by proclamation all of the powers conferred upon the governing body under par. (a) Or s. 323.11 that appear necessary and expedient. The proclamation shall be subject to ratification, alteration, modification, or repeal by the governing body as soon as that body can meet, but the subsequent action taken by the governing body shall not affect the prior validity of the proclamation.”

On June 19, 2018, Mayor Debra Lewis declared a disaster as allowed by law. Declaring a state of disaster or emergency allows the following powers as determined by s. 323.14(4) (a):

“The emergency power of the governing body conferred under s. 323.11 includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency and includes the power to bar, restrict, or remove unnecessary traffic, both vehicular and pedestrian, from the highways...”

As required by State Statute, the City Council is being asked to ratify the City of Ashland Disaster Declaration approved by Mayor Debra Lewis and will be provided with an updated estimate of costs of damages and repairs.

**RESOLUTION**

No. \_\_\_\_\_

**RESOLUTION FOR RATIFICATION OF THE CITY OF ASHLAND DISASTER  
DECLARATION, ASHLAND COUNTY, WISCONSIN, FOR THE FLOODING EVENT  
ON JUNE 15, 16 & 17, 2018**

***NOW, THEREFORE, BE IT RESOLVED,*** that the Common Council of the City of Ashland duly adopted the foregoing resolution at a legal meeting on June 26, 2018.

Ratified by Resolution No. \_\_\_\_\_ of the City of Ashland Common Council on the 26<sup>th</sup> day of June, 2018, by a vote of \_\_\_\_\_ for, \_\_\_\_\_ against.

***AND BE IT FURTHER RESOLVED*** that a copy of this Resolution may be forwarded to Wisconsin Emergency Management (WEM) as an eligibility criteria for disaster assistance.

\_\_\_\_\_  
Councilperson

PASSED: June 26, 2018

ATTEST: \_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler Wickman, City Attorney

**CITY OF ASHLAND DISASTER DECLARATION**  
**ASHLAND COUNTY, WISCONSIN**

**WHEREAS** on June 15-17, 2018, a disaster, namely: a series of torrential rainfall storms, with rainfalls of approximately 10" or more, causing multiple washouts throughout the City, including alleys, culverts, shoulders, lakefront and Prentice Park trails, Pearson Plaza and the Turner Road Lift Station, as well as water and sewer backups in the homes of individual homeowners, has struck the *City of Ashland* in Ashland County, Wisconsin; and

**WHEREAS**, because of such emergency conditions, the *Common Council* of the *City of Ashland* is unable to meet with promptness; and

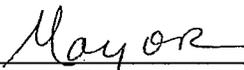
**WHEREAS**, it is necessary and expedient for the health, safety, welfare and good order of the *City of Ashland* to proclaim that emergency conditions exist; and

**WHEREAS**, the disaster has caused the *City of Ashland* to expend, commit and exhaust its pertinent available resources; and

**WHEREAS**, the *City of Ashland* is asking for county assistance and requests the county to advise the State of Wisconsin of our emergency conditions;

**NOW THEREFORE**, pursuant to sections **323.11** and **323.14 (4)(b)** of the Wisconsin State Statutes, as Chief Elected Official of the *City of Ashland* in testimony whereof I have hereunto set my hand and have caused the great seal of the *City of Ashland* to be affixed.

Done at the City Hall this 19th day of June, 2018.

  
\_\_\_\_\_  
Chief Elected Official Signature  
  
\_\_\_\_\_  
Chief Elected Official Print Name  
  
\_\_\_\_\_  
Chief Elected Official Title

**NOTE:** Under §323.14 (4) (b), this proclamation shall be subject to ratification, alteration, modification or repeal by the governing body as soon as that body can meet, but the subsequent action taken by the governing body shall not affect the proper validity of this proclamation.  
Refer to flip side of this document for action taken by this governing body.



# AGENDA BILL

Ref: 143

COMMITTEE AGENDA:  
COUNCIL AGENDA: 8H (6-26-2018)

**SUBJECT: Approve Ordinance to Amend Chapter 544 (1026), Ashland City Ordinances, Vehicular Stopping and Parking**

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Clerk

**DATE SUBMITTED:** 006-20-2018

**CLEARANCES:** NA

**EXHIBITS:** A-Proposed Ordinance  
B-Excerpt from Current Chapter 544.23

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:** NA

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** NA

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:**

**RECOMMENDED MOTION:** Approve the Ordinance to Amend Chapter 544 (1026), Ashland City Ordinances, Vehicular Stopping and Parking.

**SUMMARY STATEMENT:**

The resident at 622 Prentice Avenue and 713 6<sup>th</sup> Avenue West had each been permitted a reserved parking sign by Council to enable pickup along the curbside versus the driveway. It has been determined by the Disabled Parking Enforcement Assistance Council that each of these are no longer necessary, and the signage can be removed from the roadside of the homes.

The DPEAC is requesting Council approval for the ordinance changes to reflect the reserved signage changes.

Sequential Ordinance No. \_\_\_\_\_

Chapter No. \_\_\_\_\_

**ORDINANCE TO AMEND CHAPTER 544 (1026), ASHLAND CITY ORDINANCES, VEHICULAR STOPPING AND PARKING**

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of June 26, 2018, for the purpose of removing a residential disabled parking sign in a residential area at 622 Prentice Avenue and 713 6<sup>th</sup> Avenue West by amending Chapter 544, Ashland City Ordinances.

**SECTION 1:**

Amend Section 544.23: Reserved Parking in Residential Areas

Delete the following:

- (d) 622 Prentice Avenue
- (h) 713 6<sup>th</sup> Avenue West

Change the following letters: (j) will be changed to (d)  
(k) will be changed to (h)

**Section II:**

Effective Date. This ordinance shall take effect upon passage and publication.

\_\_\_\_\_  
Councilperson

PASSED: June 26, 2018  
PUBLISHED:

ATTEST: \_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney

These locations may be changed from time to time upon Parking System recommendation by Council action and appropriate notice thereof.



**544.23. Reserved Parking in Residential Areas.** In addition to the locations identified in Section 544.06, the following parking spaces in residential areas are also designated as reserved parking for motor vehicles used by physically disabled persons:

- (a) 307 Beaser Avenue.
- (b) 617 Prentice Avenue.
- (c) 1006 Vaughn Avenue.
- (d) 622 Prentice Avenue.
- (e) 610 2<sup>nd</sup> Avenue West.
- (f) 213 10<sup>th</sup> Avenue West.
- (g) 304 Beaser Avenue.
- (h) 713 6<sup>th</sup> Avenue West.
- (i) 411 Beaser Avenue.
- (j) 1420 3<sup>rd</sup> Street West.
- (k) 408 14<sup>th</sup> Avenue West.

**544.24. Application.** The costs for placement of handicapped parking signs for spaces created under Section 544.23 shall be paid by the individual making the application. Handicapped parking spaces created under the provisions of this subsection shall be subject to the following provisions:

- (a) Original Application.
  - (1) The applicant must make a request in writing to the Disabled Parking Enforcement Assistance Council.
  - (2) The Disabled Parking Enforcement Assistance Council shall make a recommendation to the City Council.
  - (3) The City Council shall determine if a handicapped parking space permit shall be issued.



# AGENDA BILL

Ref: 144

COMMITTEE AGENDA:  
COUNCIL AGENDA: 8I (06-26-2018)

**SUBJECT:** Approve an Ordinance to Create a Sustainability Committee

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Department of Planning and Development

**DATE SUBMITTED:** June 19, 2018

**CLEARANCES:** Department of Planning & Development  
City Attorney

**EXHIBITS:** A-Proposed Ordinance  
B-Committee of Whole Minutes, 11-14-17

**EXPENDITURES REQUIRED:** N/A

**COMPLIANCE WITH ORDINANCE 51:**N/A

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:**

The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. The Comp Plan emphasizes sustainability through protection of Lake Superior and other natural resources, enhancement of the vibrancy of civic and economic life, and promotion of entrepreneurship and sustainable business management. It also calls to attention the need for civic engagement and participation in information gathering and decision-making. The Comprehensive Plan prioritizes sustainability initiatives including mandatory recycling and composting ordinances, making renewable energy generation easier, and providing access to local food and alternative transportation, among others. These goals will not be met without community engagement in the prioritization, planning, and implementation of the initiatives.

**SUMMARY STATEMENT:**

The City of Ashland Planning and Development Department is requesting to organize and run a new City Committee dedicated to sustainability issues such as economic independence, social integration, and environmental resilience. The purpose of this Committee will be to advance sustainability topics that have been identified by the Comprehensive Plan, the resident sustainability survey that was completed last year, and move forward on projects identified by Green Tier. This Committee will also offer a space for resident engagement and diversity in City Planning initiatives which is essential for creating a City that is accessible for a range of individuals.

Sequential Ordinance No. \_\_\_\_\_

Chapter No. \_\_\_\_\_

**ORDINANCE TO CREATE SUSTAINABILITY COMMITTEE**

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of June 26, 2018, for the purpose of creating a Sustainability Committee.

**Section I:**

Chapter 49, Sustainability Committee, will be created as follows:

**CHAPTER 49: Sustainability Committee.**

- 49.01 Purpose**
- 49.02 Membership and Organization**
- 49.03 Duties**
- 49.04 Meetings and Public Notice**
- 49.05 Quorum**
- 49.06 Reports and Record Keeping**
- 49.07 Referrals to the Committee**
- 49.08 Miscellaneous Provisions**

**49.01: Purpose**

The Sustainability Committee was created to advise the City of Ashland’s Planning and Development Department, Ashland Common Council and other City of Ashland Departments to provide and improve the sustainability resources (including environmental, economic, and social) of the City for the enhancement of the quality of life for residents, the larger regional community, and visitors. The goals of this ordinance will be accomplished through prioritizing Ashland’s sustainability goals, completing annual reviews, organizing sustainability improvement projects pertaining to natural resources, economic efficiency, and social interaction, and enhancing communication within and between the City of Ashland and residents.

The Sustainability Committee will study and make recommendations regarding sustainability issues affecting Ashland community members and undertake such projects and requested by the City’s governing body. The Committee shall, from time to time as it deems desirable:

- (a) Present or discuss policies and programs affecting all aspects of City sustainability.
- (b) Recommend cooperation with all agencies, groups, clubs, and individuals concerned with environmental conservation, economic efficiency, and social organization in the City.

Sequential Ordinance No. \_\_\_\_\_

Chapter No. \_\_\_\_\_

- (c) Make recommendations to both the Planning and Development Department and Common Council for maintaining and improving overall quality program/service deliveries.

**49.02. Membership and Organization.**

- (a) The Sustainability Committee shall be composed of 7 members appointed by the Mayor and confirmed by the Common Council to serve staggered two year terms commencing July 1<sup>st</sup>.

One member must be a member of City Council

- (b) At the first meeting of the committee and the first meeting after July 1 of any given year, the committee shall elect a chairperson and vice-chairperson.
- (c) If any committee member has three unexcused absences or resigns, the Committee may declare the position vacant and request the Mayor to fill the vacancy (for the remainder of the term) pursuant to the provisions of this section.

**49.03. Duties.**

Unless otherwise expressly provided, the Committee may perform its duties without first obtaining the consent of the Common Council but in no event is the committee empowered to financially obligate the City of Ashland in any manner without the consent of the Common Council.

- (a) Prioritize City sustainability initiatives
- (b) Promote/disperse sustainability information to local area of influence
- (c) Serve as contact for sustainability issues and questions
- (d) Organize/Plan sustainability events and programs
- (e) Conduct annual evaluations and monitoring of city sustainability goals and projects
- (f) Encourage citizen participation.

**49.04. Meetings and Public Notice.**

- (a) The Committee shall meet as determined by the Committee.

Sequential Ordinance No. \_\_\_\_\_

Chapter No. \_\_\_\_\_

- (b) All agenda items will be reviewed by the Committee Chair for validity and urgency of the request and determine when and if that item should be placed on a Committee agenda.
- (c) The Committee shall operate under Robert’s Rules of Order.
- (d) All regular and special meetings of the Committee shall comply with the public meeting requirements of Wisconsin Statutes.
- (e) All meeting notices shall comply with the public meeting notice requirements of Wisconsin Statutes.
- (f) All meeting notices and agendas shall be issued by the Planning and Development Department.

**49.05. Quorum.**

A quorum shall be a majority of the full Committee.

**49.06. Reports and Record Keeping.**

- (a) Committee members shall select one among themselves, or the Planning and Development Department will designate a staff member, to record the minutes of each meeting of the Committee. A written record of all meetings shall be kept and approved at the next subsequent meeting of the Committee.
- (b) Committee reports and recommendations shall be reduced to writing and shall not be included on a Council agenda until reduced to writing and submitted by the Committee to the City Clerk.
- (c) The City Clerk is the record custodian for the City. All committee minutes and records shall be filed with the City Clerk.

**49.07. Referrals to the Committee.**

The Common Council of the City of Ashland may refer any matter pertaining to City sustainability programs and projects to the Sustainability Committee for review, study, and reports.

Sequential Ordinance No. \_\_\_\_\_

Chapter No. \_\_\_\_\_

**49.08 Miscellaneous Provisions**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, unconstitutional by reason of any decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, or clause or phrase or portion thereof.

**SECTION II:**

This ordinance shall take effect and be in force from and after its passage and publication, as provided by law.

\_\_\_\_\_  
Councilperson

PASSED: June 26, 2018  
PUBLISHED:

ATTEST: \_\_\_\_\_  
Denise A. Oliphant, City Clerk

\_\_\_\_\_  
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney

**COMMITTEE OF THE WHOLE MEETING**

**Tuesday, November 14, 2017**

**Ashland City Hall Council Chambers**

**Page 1**

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**PRESENT:** Holly George, Richard Ketring, Joel Langholz, Carl Doersch, David Mettille, Pat Kinney, Charles Ortman, Donna Williamson, Dick Pufall, Jackie Moore

**ABSENT:** Jerry Teague

**ALSO PRESENT:** Mayor Deb Lewis, City Attorney David Siegler, City Clerk Denise Oliphant, Public Works Director Dennis Clark, Public Works Administrative Manager Sharon Campbell, Planning & Development Director April Kroner, Planning Assistant Megan McBride, Human Resources Director Jan Anderson, AADC Executive Director Betsy Harries, Concerned Citizens

**Agenda Item 1: Roll Call**

Roll call was taken by the Clerk.

**Agenda Item 2: Council President's Report**

President Kinney gave a potential date of December 19 as a Committee of the Whole "catch-up" meeting date.

**Agenda Item 3: City Administrator's Report**

The Administrator was not present, therefore, there was no report.

**Agenda Item 4: Discussion and Possible Action Regarding Update to the Council on the Sustainability Survey Results and Recommendations From Staff (Planning & Dev.)**

At the June 13, 2017 Committee of the Whole meeting, Council directed the Planning and Development Department to implement a survey regarding citizens interest in a City-wide Sustainability Plan. This survey would help direct Council and staff areas of focus as they move toward future sustainability measures.

Planning Assistant Megan McBride was present to review the results of the Sustainability Survey and propose recommendations derived from the results of the survey.

George moved, Ketring seconded a motion to proceed with forming a Sustainability Committee. The motion passed unanimously by voice vote.

**Agenda Item 9: Discussion and Possible Action to Approve Resolution in Support of a Reliable, Predictable Stream of Resources to Address Deferred Maintenance Needs in America's National Park System (Councilor Mettille)**

A recent National Park Service (NPS) report shows that 183,797 visitors to Apostle Islands National Lakeshore in 2016 spent \$29,270,000 in communities near the park. That spending supported 456 jobs in the local area and had a cumulative benefit to the local economy of \$35,700,000. As such, our community and region depend largely on the National Park Service, the Apostle Islands National Lakeshore, and the federal government's funding of both.

**COMMITTEE OF THE WHOLE MEETING**

**Tuesday, November 14, 2017**

**Ashland City Hall Council Chambers**

**Page 2**

Currently, the National Park Service has a backlog in Wisconsin of \$9.4 million – money needed for infrastructure repairs to aging historical structures, trails, sewers, drainage, roads, and other vital infrastructure - because of Congressional underfunding.

So far, over 90 communities of all sizes, from towns as small as Bayfield to major metros as large as Seattle, have passed resolutions urging Congress to create a reliable, predictable stream of resources to address deferred maintenance needs in America’s National Park System.

Ortman moved, Moore seconded a motion to move this item to Council for discussion and approval. The motion passed unanimously by voice vote.

**Agenda Item 10: Adjournment**

Williamson moved, George seconded a motion to adjourn. The motion passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant  
City Clerk



# AGENDA BILL

Ref: 146

**COMMITTEE AGENDA:**  
**COUNCIL AGENDA: 8J (06-26-2018)**

**SUBJECT: Approve to Accept Wisconsin Department of Natural Resources Stewardship Grant for \$300,000 to be used for Ashland Ore Dock Redevelopment**

**RECOMMENDATION:** Approval

**DEPARTMENT OF ORIGIN:** Parks and Recreation

**DATE SUBMITTED:** June 21, 2018

**CLEARANCES:** Mayor, Ashland Ore Dock Charitable Trust

**EXHIBITS:** A-Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application

<b>EXPENDITURES REQUIRED:</b>	\$ 300,000	DNR Stewardship Grant
	\$ 150,000	Otto Bremer Grant
	\$ 80,000	Wisconsin Coastal Management Grant
	\$ 470,000	Donations and TBD Grants
	<u>\$1,000,000</u>	<u>Ashland Ore Dock Charitable Trust</u>
	<b>\$2,000,000</b>	<b>Phase 1 Total</b>

**AMOUNT BUDGETED:** NA

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** NA

**COMPLIANCE WITH ORDINANCE 51:** The Mayor has consented to placement of this agenda item on the Council agenda as timely action is needed to pursue the grants.

**RECOMMENDED MOTION:** Approve to Accept Wisconsin Department of Natural Resources Stewardship Grant for \$300,000 to be used in the Ashland Ore Dock Redevelopment

**SUMMARY STATEMENT:** Upon application, the City of Ashland has been awarded a \$300,000 grant to assist in the redevelopment of the historic Ashland Ore Dock. This grant award will be used for Ashland Ore Dock Redevelopment Project Phase 1: Diamond Access. This phase consists of the construction of the walkway from the 1916 section to the end of the 1923 section of the ore dock, allowing the public to access the whole Ashland Ore Dock and experience the diamonds.

Match (or expenditures) for the grant will be coming from the Ashland Ore Dock Charitable Trust as the Trust has agreed to match up to \$1M towards the Phase 1 project.

**Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application** Form 8700-191 (R 03/17) Page 1 of 5

**Notice:** Use of this form is required by the Department of Natural Resources (DNR) for any application filed pursuant to ss. NR 50.06, NR 50.21, and NR 51, Subchapters XI-XV, Wis. Adm. Code. Personal identifiable information will only be used in conjunction with the programs listed above. If you have any questions contact your local community service specialist. Personally identifiable information provided on this form will be used for program administration and will be available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

Applicant	Individual Authorized to Act on Behalf of Applicant	
City of Ashland	Sara Hudson	
Street or PO Box	Title	
601 Main St W	Director Parks and Recreation	
City, State, Zip Code	Telephone Number	Fax Number
Ashland, WI 54806	(715) 682-7059	
County	E-Mail Address	
Ashland	shudson@coawi.org	

**Mail Check to (if different from applicant):**

Name	Address		
Organization:	City	State	ZIP Code

**Section 1: Project Information**

	Financial Summary													
Project Title: Ashland Ore Dock Redevelopment	<b>Total Project Costs</b> \$2,065,000	<b>Grant Request</b> (up to 50%) \$300,000												
Project Type: (Check one) <input type="radio"/> Maintenance (RTP only) <input checked="" type="radio"/> Development <input type="radio"/> Renovation <input type="radio"/> Land Acquisition <input type="radio"/> Easement	<b>Sponsor Match Sources:</b> Sponsor Funds: <i>Cash</i> \$ 1,000,000 <i>Force Account Labor</i> _____ <i>Force Account Equipment</i> _____ <i>Force Account Materials</i> _____ Donations (Non-Governmental) <i>Land</i> \$ _____ <i>Cash</i> \$45,000 <i>Labor</i> _____ <i>Materials</i> _____ <i>Equipment</i> \$10,000 Other <i>Grants (ArtPlace,</i> \$ 710,000 <i>Community WINS, WCMP)</i> _____													
Project Location														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Township</th> <th>Range</th> <th>Section</th> <th>¼</th> <th>¼ ¼</th> <th>County</th> </tr> <tr> <td>47 N</td> <td>4</td> <td>33</td> <td>NE</td> <td>NW</td> <td>Ashland</td> </tr> </table>	Township	Range	Section	¼	¼ ¼	County	47 N	4	33	NE	NW	Ashland		
Township	Range	Section	¼	¼ ¼	County									
47 N	4	33	NE	NW	Ashland									
GPS Coordinates: 46.599674 -90.880707														
<u>Congressional/Legislative District Numbers</u>														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>WI Senate</th> <th>WI Assembly</th> <th>US Congress</th> </tr> <tr> <td>25</td> <td>74</td> <td>7</td> </tr> </table>	WI Senate	WI Assembly	US Congress	25	74	7								
WI Senate	WI Assembly	US Congress												
25	74	7												
D-U-N-S #      071499719	<b>Total Sponsor Match:</b>	\$1,765,000												

**Project Description**

Provide a detail description of the project proposal that includes the primary purpose and goals; description of the project: public access and use; implementation and key partnerships; and operation and maintenance of the project.

The Ashland Ore Dock Redevelopment Project will help advance the implementation of the community’s vision of turning the Historical Soo Line Ore dock and adjacent postindustrial land on Lake Superior’s shoreline into a multi-functional, simple and yet authentic destination amenity that all community members and visitors can access, experience, and use to recreate and learn. The goal of this project to provide the community with a gathering space and initial site improvements at the 1916 Initial Gateway to the Ore dock and most importantly safe public access to the end of the Ore dock and the diamonds .

At one time, the City of Ashland had a total of five ore docks all around quarter mile long, sticking out into Lake Superior. The Soo Line Ore Dock was unique because of its construction: it was made of concrete and steel. The original structure, built in 1916, was 900 ft. long and 60 ft. wide and 80 ft. high. Then in 1925, a 900 ft. addition was constructed, making the structure a total of 1800 ft. long. Over 10,000 virgin timber pilings were used to create the base and support the largest concrete structure, of its time, with four lanes of rails on its top. Each side was lined with 150 ore shoots, or giant funnels, where rail cars would dump their iron ore into the waiting ore ships below. One of the most significant and iconic features of the dock are the seventy two (72) “diamonds” that line the inside of the “new” or 1925 section’s base. These diamonds or hexagonal shaped openings, are found every three feet, and are ten feet wide and 40 ft. in length. They were constructed for wave attenuation and to help support the load of the dock.

Site improvements to the 1916 Initial Gateway include the addition of seating elements, community table, installation of perimeter railings and safety ladders, and the retrofitting and installation of three historic ore dock light structures. Access to the diamonds and the end of the Ore dock will be accomplished by the construction of boardwalk that sits on the existing concrete structure, zip zags from side to side as a person travels down the Ore Dock. The boardwalk will be built with “bumpers” to ensure safety, yet giving people fishing access to the diamonds below. This boardwalk will extend the entire 900’ of the 1925 section of the oredock.

Upon completion of this development project, the public will be provided with access to a dock that extends 1800’ out into Lake Superior and gives additional access to approximately 52,000 linear feet (9.85 miles) of Lake Superior shoreline – an amenity and resource that is nearly one of a kind opportunity. This project is being designed to meet the needs of the residents of Ashland, surrounding communities and visitors, by providing access for all incomes and ability levels to Lake Superior. Heavy public use of the completed facility is expected based on current usage of the existing pier, Waterfront Trail, Pedestrian Underpass and 5th Street Corridor trail.

Ashland has successfully transitioned its industrial waterfront to one that will provide 21st century opportunities. The Ore Dock project is an extension of the ongoing, decade’s long implementation of a succession of waterfront and comprehensive plans. The project will be completed through existing and enhanced partnerships with Northland College, the Apostle Island National Lakeshore, US Geological Survey, US Fish and Wildlife, Ashland Chamber of Commerce and other local business and residents for research, information, educational kiosk designs, funding assistance, donation of historic artifacts, and letters of support to complete the overall project.

In 2014, the Ashland Ore dock Charitable Trust was created to manage the funds gifted from the former owner, Canadian National Railroad, solely for the purpose of maintenance, repair, operation, improvement, development, utilization and general welfare of the former Soo Line Ore dock. The project will leverage these existing Trust Fund dollars, as well as and new financial resources that include: private fundraising efforts by the Rock the Dock organization to help the restoration of light towers and installation and private donations of ore dock artifacts including the light towers to be installed as part of the 1916 gateway project. The City of Ashland assists in the daily operations and maintenance of of the Ore Dock.

This space will have the potential to be catalyst for economic development in the community by becoming a tourist destination that informs users of Ashland’s industrial past, yet has a 21st century appeal and amenities for community gatherings, classes, events and a place to just be. Generations of Ashlanders have ties to the dock – relatives worked on them, people fished in the diamonds, teenagers jumped off the end into the frigid waters of the lake. Ashland is the Oredockers. It is part of the City’s history – a piece of infrastructure that represents the heritage of a community.

**Section 2: General Project Information**

1. **Park/Trail/Recreational Area Name:** Ashland Ore Dock (i.e. Lakeshore Park, Big Ben Recreational Area, Six Mile Wilderness Trail, etc.)

**Total Park Acreage:** 11.50 **Acreage for this Project:** 3.00

Project site is undeveloped  Project site is partially developed

2. **Are there any underground utility easements or overhead power lines on the property?** Explain:  
Yes - there is municipal underground electrical line that runs from the East (Kreher Park) to the base of the ore dock.

3. **How will the public access the property?** (Check types)  
 Roadway  Trail  Adjacent applicant property  By Water  
 Other \_\_\_\_\_

4. **When will the property or facility be open to the public?** The first 900' is currently open to the public

5. **Who is the primary project manager?**  Applicant from Page 1  Other - Specify: \_\_\_\_\_

6. **Who is handling the financial administration of the project?**  Applicant from Page 1  
 Other - Specify: \_\_\_\_\_

7. **Estimated Project Timeline:**  
**Acquisition:** Have you already purchased the property? If yes, date \_\_\_\_\_  
If so, have you received a DNR "letter of retroactivity" for the project?  Yes  No  
If no, anticipated closing date: \_\_\_\_\_

**Development:** Anticipated Start Date 09/01/2017  
Anticipated Completion Date 12/31/2019

8. **Describe the current project site and use.** (Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.)  
The project site is filled in lake bed from the former Soo Line Ore Dock. The superstructure of the dock was demolished in 2013, but the City took ownership of the former Canadian National Property and signed submerged land lease with State of Wisconsin in May of 2014. Dock sticks out 1800' into Lake Superior and was constructed with pilings, cribbing, fill and concrete. The current land use and zoning classification is public park lands.

9. **Are there any known controversies/complications with the proposed project?** Are there any measures proposed to address the controversies/complications?  
No

10. Has the area been surveyed for endangered and rare species? If yes, explain.

No

11. Have you discussed the project with your regional DNR Community Services Specialist?  Yes  No

DNR Contact Ed Slaminski

**IF ACQUISITION:**

12. The landowner (seller) is a(an):  Individual  Developer  Corporation  Other: \_\_\_\_\_

13. Is the property located within the boundaries of another unit of government?  Yes  No  
If yes, attach copy of approval resolution from other jurisdiction.

14. Is the property currently being leased or rented?  Yes  No  
If yes, Date agreement expires: \_\_\_\_\_  
If yes, explain and include copy of the lease.

15. Are there any buildings on the property?  Yes  No  
If yes, explain what will be done with them.

16. After (or at the time of) the land purchase, will a conservation easement be executed on the property?  Yes  No  
If yes, explain and attach draft easement.

17. Did the seller originally acquire property 3 or less years before expected date of purchase?  Yes  No  
If yes, attach copy of seller's deed for potential grant calculation purposes.

18. Will the property be transferred to another eligible sponsor?  Yes  No  
If yes, explain and provide the adopting resolution from the accepting sponsor

19. Is seller requiring payment for property over time?  Yes  No  
If yes, explain.

**IF DEVELOPMENT:**

20. Does someone other than the applicant from page 1, own the site?  Yes  No

If yes, explain and attach easement or lease document.

The City of Ashland has a submerged lands lease with the State of Wisconsin and Board of Commissioners of Public Land

21. Does the State of Wisconsin own the site  Yes  No

If yes, explain and attach the land use agreement/memorandum of understanding.

The City of Ashland has a submerged lands lease with the State of Wisconsin and Board of Commissioners of Public Land

22. What soil disturbance will be occurring on the site and what is the size of the total disturbed area?

None

**Certification**

I certify that information in this application and all its attachments are true and correct and in conformity with applicable Wisconsin Statutes.

<b>Name of Authorized Representative</b> Sara AH Hudson	<b>Title</b> Director Parks and Recreation
Signature	Date Signed

Basic Points of the RLF Closeout Program

1. Wisconsin's RLF program is going to be closed
  - a. HUD has been reviewing locally held revolving loan fund accounts across the nation. Each state is being reviewed separately; Wisconsin's program was reviewed in May 2018.
  - b. After Wisconsin's program was reviewed, Wisconsin's Department of Administration (DOA), in consultation with HUD, "has determined that the best course of action is to liquidate the remaining funding and to ultimately close all Revolving Loan Funds".
  - c. No RLF loans can be made after October 1, 2018.
  - d. Cash in RLF bank accounts that is not loaned out prior to October will be returned to the State of Wisconsin.
  - e. Businesses that currently have RLF loans should not be impacted; they will continue to make payments as usual.
2. The City of Ashland will be able to recapture the unused RLF money it returns to the State by applying for a grant that can fund up to two projects. The City will not have to compete with other municipalities for the grant money. The grant money can only be used to fund projects that meet specific federal requirements.
3. The City of Ashland can increase the amount of grant money for which it is ultimately eligible by buying out its RLF's current loans (also called "receivables"). Any loans that were written off (since the creation of the City's RLF account) will be deducted from the amount that the City is eligible to receive in grant money.
4. If the City chooses to buy out its RLF's receivables, it gets to keep future loan payments from borrowers and can use the money collected from borrowers however the City chooses.

# Colleen Daly, Attorney at Law



240 Rittenhouse Ave. • PO Box 1316 • Bayfield, WI 54814 • Phone: (715) 779-5184 • Fax: (715) 598-4181  
E-Mail: colcendaly@bayfieldattorney.com Web: bayfieldattorney.com

June 15, 2018

Mr. Richard Ketring  
PO Box 187  
Ashland, WI 54806

**RE: Residency in Ward 2, City of Ashland**

Dear Mr. Ketring,

As you know, the question of your continued residency in Ward 2 of the City of Ashland has raised the legal issue of whether you can legally continue to serve as a city alderman for that ward. This issue will be addressed at the next meeting of the Ashland Common Council on June 26, 2018. The letter you previously received from Tyler Wickman mistakenly noted the date as June 28, 2018. So please make note of this correction.

I have been retained by the City of Ashland to serve in a "prosecutor type" role for this process. My role will be to present evidence so that the Common Council will then be able to make a determination about whether you are statutorily qualified to continue to serve as alderman. I use the term "prosecutor" simply as an analogy. Obviously, there is nothing criminal about this proceeding, nor are you being accused of any sort of violation of the law. The question is simply - do the facts of the situation lead to a conclusion that you meet the requirements to serve as alderman under the statute? And it will be my job to get the facts into the record.

The key issue is the location of your legal residence. Are you a resident of Ward 2 in Ashland or are you a resident of the Town of Eileen, where you currently live?

In making this determination, the following are some of the factors that are considered:

- Where you currently live;
- Where your spouse lives, and if you have minor children, where they live and go to school;
- Where you spend most of your time;
- Where you are registered to vote;
- Where you have voted in the most recent elections;
- Where you intend to make your home in the future;
- The address you use for your tax returns, driver's license, vehicle registration, bank accounts and other official filings; and
- Whether you have more than one home.

My role will be to question you and any other witnesses and to establish a record of documentary evidence. Please bring any documents, such as those referenced above, that will help establish the facts of your residency to the hearing on the 26<sup>th</sup>.



If you contact me ahead of the hearing, we can also work on establishing a set of stipulated facts – these are facts that everyone agrees are accurate and that no one disputes. That way I would not have to question you or others about those facts as we would simply use the facts we all agree are correct. This will make the hearing faster and easier.

Please let me know if you are willing to discuss stipulating to a set of facts. If you have an attorney, please ask your attorney to contact me. If you do not have an attorney, you are certainly free to hire an attorney to represent you at the hearing. Feel free to contact me if you have any questions about this process.

Sincerely,

Colleen Daly  
Attorney at Law  
(715) 779-5184

cc: Deb Lewis via email  
Tyler Wickman via email

June 26, 2018

Fellow Councilors;

I am both humbled and grateful for the opportunities I have had to serve the community for these last 20 years on various commissions, committees and councils.

Early last year nearing completion of our home of twenty four years, I made a conscious decision that I would run again for the position of Ward 2 councilor. Even though I'd just been reelected I felt the positions I had expressed on Ward 2 accessibility and community social justice required a long term commitment.

When our home burned on New Year's Eve for my wife, me and our family, our world was suddenly upside down. Weeks went by without a sense of comfort in our surroundings.

People would ask what our plans were and I would respond differently with each inquiry. As a result we stopped going out to avoid the painful interactions.

After 32 years of home ownership in Ashland, we looked for an apartment and found nothing acceptable. We found a house and decided to buy. This was a financial decision to protect what equity we could from our home.

In late March I checked with the elections clerk at city hall to insure our votes would be legal (I was well aware of voting fraud charges being filed around the country and did not want to risk my vote, that I value as much as freedom of speech, the two cornerstones of Democracy for me). Had I understood what our voting decision would mean to others I would have chosen differently but, I thought I could not legally vote in Ward 2 as we had closed on a house a week earlier. Thus my wife and I received a letter from the elections clerk to present to the election clerk in the town of Eileen where we voted. My intent had always been to fulfill the responsibility of the office of city councilor for Ward 2 in the city of Ashland.

As to the intent to rebuild and inhabit the house at 504 10th Avenue West, the decision was a ways off as the house was still a frozen pile of debris and belongings inside. I took out a building permit to rebuild the house in March. I was unable to find a contractor to agree to provide a bid until June 15th or so. Yet, I had received a letter from city attorney Siegler on April 11, 2018 demanding my resignation. Again, my intent before the fire was to run again in 2019 and since then to fulfill the duties and term I was duly elected for by the voters of Ward 2. The loss from the fire included all computer files on personal finances. They were unrecoverable. Without those files our tax filing has been delayed as is any financing on reconstruction of the house. Those filings will be completed in July and then we can see what the reconstruction schedule will be.

*distributed @ mtng*

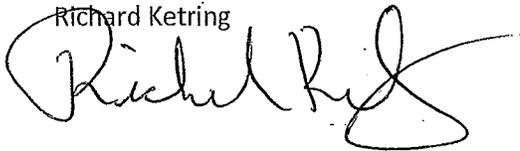
I am disturbed that this issue has come to this. The mayor has hired yet another outside attorney to "prosecute" my case. Taking the position that I am NOT qualified and I must prove my qualifications in an open hearing. I believe this maneuver to be an insult to the intelligence and integrity of the city council. Why does the city attorney not provide his council to the alders? I believe it is the adversarial position of the mayor that has removed him from his normal neutral role.

The Honorable Ms. Lewis has not reached out to me in any fashion. I will NOT stand before you and subject the council or I to what could potentially be a divisive and rancorous debate.

I am not a politician nor am I a lawyer. I am an articulate individual with a strong commitment to community, this community. I have invested much time and energy speaking to our issues and promoting Ashland both here and in Madison

This is my statement regarding my qualifications for residency in Ward 2 City of Ashland. And with this instrument with great sadness, I hereby resign my position of Alderperson Ward 2 Ashland, Wisconsin.

Richard Ketring

A handwritten signature in black ink, appearing to read "Richard Ketring". The signature is written in a cursive, flowing style with a large initial "R" and a long, sweeping tail.

**\*AMENDED AGENDA**

**ASHLAND CITY COUNCIL MEETING**  
**Tuesday, June 26, 2018 - 6:15 P.M.**  
**Ashland City Hall Council Chambers**

**Please silence all cell phones during the meeting.**

**1. CALL TO ORDER**

- A. Roll Call
- B. Moment of Silence
- C. Pledge of Allegiance

**2. APPROVAL OF AGENDA (Voice)**

**3. APPROVAL OF MINUTES** of the June 12, 2018 Council and Committee of the Whole Meetings  
**(Voice)**

**4. CITIZEN PARTICIPATION PERIOD (Clerk reads rules prior to public comments)**

**5. MAYOR'S REPORT**

**6. CONSENT AGENDA** (*Includes items that were unanimously approved by Committee of the Whole*)  
**(Voice)**

- A. Operator's Licenses
- B. Miscellaneous Minutes

**7. Old Business**

- A. Approve Berm Agreement and 4<sup>th</sup> Amendment of Cooperation and Access Agreement with Northern States Power of Wisconsin (NSPW) (*Mayor*) **Roll**

**8. New Business**

- A. Due Process Hearing, Discussion and Action to Determine Residency Status and Eligibility for Office of Ward 2 Councilor (*City Attorney*) **Roll**
- B. Approve the Original and Renewal Class B Combination Alcohol Beverage Retail License Applications for Solstice Outdoors, LLC (Officer/Agent David Winston Gellatly) for Sandbar at 2521 Lake Shore Drive West (*Clerk*) **Voice**
- C. Approve to Accept a \$150,000 Grant from the Otto Bremer Foundation for Use in the Phase I: Diamond Access Construction Project for the Ashland Ore Dock (*Parks and Recreation*) **Voice**
- D. Approve to Enter into an Agreement with Fahrner Asphalt Sealers, LLC for the 2018 Line Marking Project (*Public Works*) **Voice**
- E. Approve a Resolution Accepting the Workmanship of Jake's Excavating & Landscaping, LLC, and Approve the Final Payment for the 2017 Fifield Row Sanitary Sewer Project and the Sanborn Avenue Water Main Replacement Project (*Public Works*) **Voice**

- F. Approve a Resolution to Issue a Conditional Use Permit to Construct a New Government or Community Service Facility/Police Station in the Mixed Residential/Commercial (MRC) District, Parcels #201-00361-0000, 201-00361-2000, Applicant: City of Ashland (*Planning and Development*) **Voice**
- G. Approve a Resolution for Ratification of the City of Ashland Disaster Declaration, Ashland County, Wisconsin for the Flooding Event on June 15, 16, & 17, 2018 (*Mayor*) **Voice**
- H. Approve Ordinance to Amend Chapter 544 (1026), Ashland City Ordinances, Vehicular Stopping and Parking (*Clerk*) **Voice**
- I. Approve an Ordinance to Create a Sustainability Committee (*Planning and Development*) **Voice**
- J. Approve to Accept Wisconsin Department of Natural Resources Stewardship Grant for \$300,000 to be used in for Ashland Ore Dock Redevelopment (*Parks and Recreation*) **Roll**

**9. CLOSED SESSION**

- A. Closed Session per Wisconsin Statute 19.85 (1)(g): “Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.” (*Ashland Highway 2 Sewer Litigation*)(*Mayor*) **Roll**
- B. *\*Closed Session pursuant to Wisconsin 19.85 (1)(c), Wisconsin Statutes “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (City Administrator) (Roll Call)*
- C. **Return to Open Session**
- D. **Action and/or Reporting on Closed Session Discussion and Action**

**10. ADJOURNMENT**

*The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.*

*NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048*

## City Option

## BERM AGREEMENT

This BERM AGREEMENT (“Agreement”) is made by and between Northern States Power Company-Wisconsin, a Wisconsin corporation (“NSPW”) and the City of Ashland, Wisconsin, a Wisconsin municipal corporation (the “City”).

### RECITALS

- A. Pursuant to the Consent Decree Between the United States, Wisconsin, and NSPW approved by the United States District Court for the Western District of Wisconsin in case number 17-cv-16-bbc on March 1, 2017 (the “Phase 2 Consent Decree”), NSPW is dredging sediments at the Ashland/Northern States Power Lakefront Superfund Site (“Site”) as defined in the Phase 2 Consent Decree.
- B. The City and NSPW are parties to a Cooperation and Access Agreement (“Access Agreement”), as amended, under which the City generally granted NSPW access to City Property (as that term is defined in the Access Agreement, as amended) at the Site for the purpose of performing Work (as that term is defined in the Access Agreement; as amended).
- C. To keep the City informed of activities at the Site related to the berm, NSPW has agreed to provide the City with copies of or electronic links to reports filed by NSPW with the United States Environmental Protection Agency (“EPA”), including monthly progress reports that describe the actions taken during the previous month and that describe all actions that are scheduled for the next six weeks, including but not limited to information regarding the status of the

performance of all remedial dredging activities performed at the Site and the placement of the final restorative layer at the Site.

- D. The Statement of Work attached to the Phase 2 Consent Decree as Appendix B required NSPW to submit the Final (100%) Remedial Design (“Final Design”) for approval by EPA.
- E. NSPW did submit the Final Design entitled “Final (100%) Design for Phase 2 Wet Dredge” and dated March 2017 to EPA, and EPA approved it.
- F. NSPW has placed stone to create a temporary rock berm (“Berm”) at the north tip of the West Peninsula as described in section 4.4 of the Final Design.
- G. Section 9.4 of the Final Design allows for the Berm to be left in place if the City proposes to keep it as a permanent structure, provided the City obtains a permit under chapter 30 of the Wisconsin Statutes (“Chapter 30 Permit”) from the Wisconsin Department of Natural Resources (“DNR”) for that purpose.
- H. The City does propose to keep the Berm as a permanent structure and is pursuing a Chapter 30 Permit for that purpose.
- I. NSPW has requested the following agreement as a condition of leaving the Berm in place.

#### **AGREEMENT**

THEREFORE, the City and NSPW agree as follows:

1. **DEDICATION AND TRANSFER OF OWNERSHIP.** Within 90 days of completion of remedial dredging at the Site, NSPW shall deliver a written instrument to the City dedicating and conveying ownership of the Berm to the City (“Transfer”). For

purposes of this Agreement and the Breakwater Agreement, "completion of remedial dredging" will be determined by NSPW in its sole discretion, but no earlier than NSPW's receipt of analytical data collected from confirmation sampling that will be performed following placement of the restorative layer and placement of the habitat enhancement material, as described in Section 9 of the Final (100%) Design for Phase 2 Wet Dredge. Upon the City's receipt of the written instrument, any ownership interest that NSPW has in the Berm shall be dedicated and transferred to the City. The Transfer shall take effect irrespective of whether the City has secured a Chapter 30 Permit for the Berm by the time of Transfer.

2. PERMIT RESPONSIBILITY. The City shall be responsible for obtaining a Chapter 30 Permit for the Berm. NSPW shall have no obligations with respect to the Chapter 30 Permit or any other permits, approvals, or similar authorizations required for the Berm to remain in place upon Transfer to the City.

3. TERMINATION. If, prior to Transfer, EPA, DNR or other federal or state agency requires NSPW to remove the Berm or removal of the Berm is required for NSPW's performance of the Work, then (a) this Agreement shall be void, (b) NSPW and the City shall have no further obligations under this Agreement, and (c) any actions taken by NSPW or the City pursuant to this Agreement shall be void. NSPW shall have no liability to the City for removal of the Berm or nullification of this Agreement under this section 3.

4. TRANSFER AS IS. The City acknowledges that the Berm was constructed as a temporary structure for purposes of the Phase 2 remedial work only and not for any other purpose, and further acknowledges that additional work may need to be completed

to convert the Berm into a permanent structure. Specifically, the Transfer under section 1 of this Agreement is made on an "AS IS, WHERE IS" basis, with all faults. NSPW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WITH RESPECT TO THE BERM (INCLUDING, WITHOUT LIMITATION, NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OR COMPOSITION OF THE DESIGN OR CONSTRUCTION OF THE BERM OR AS TO THE SUITABILITY OF THE BERM FOR ANY USE OR PURPOSE). ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A particular PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

5. POST-TRANSFER RISK ALLOCATION.

(a) PRE-TRANSFER. NSPW shall be responsible for the operation, use, repair, and/or maintenance of the Berm prior to the Transfer.

(b) POST-TRANSFER. The City shall be solely responsible for the operation, use, repair, and/or maintenance of the Berm after the Transfer.

6. NO THIRD-PARTY BENEFICIARY. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreement.

7. EFFECTIVE DATE: Except as otherwise provided herein, this Agreement shall be effective upon signing by the parties.

8. AUTHORITY TO SIGN. NSPW and the City each represents and warrants to the other that it has all necessary power and authority to enter into and perform the

obligations contemplated hereby and the execution of this Agreement and the performance of each of its obligations contained herein has been duly authorized.

9. ASSIGNMENT; AMENDMENT. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party, but nothing herein shall prohibit NSPW or the City from subcontracting the activities to be performed under this Agreement to a contractor or subcontractor. No amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

10. SEVERABILITY. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

11. COUNTERPARTS; APPLICABLE LAW. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Wisconsin.

THE CITY OF ASHLAND

By: \_\_\_\_\_  
Debra S. Lewis  
Mayor

Date: \_\_\_\_\_

NORTHERN STATES POWER COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# NSP Option

## BERM AGREEMENT

This BERM AGREEMENT (“Agreement”) is made by and between Northern States Power Company-Wisconsin, a Wisconsin corporation (“NSPW”) and the City of Ashland, Wisconsin, a Wisconsin municipal corporation (the “City”).

## RECITALS

- A. Pursuant to the Consent Decree Between the United States, Wisconsin, and NSPW approved by the United States District Court for the Western District of Wisconsin in case number 17-cv-16-bbc on March 1, 2017 (the “Phase 2 Consent Decree”), NSPW is dredging sediments at the Ashland/Northern States Power Lakefront Superfund Site (“Site”) as defined in the Phase 2 Consent Decree.
- B. The City and NSPW are parties to a Cooperation and Access Agreement (“Access Agreement”), as amended, under which the City generally granted NSPW access to City Property (as that term is defined in the Access Agreement, as amended) at the Site for the purpose of performing Work (as that term is defined in the Access Agreement, as amended).
- C. To keep the City informed of activities at the Site related to the berm, NSPW has agreed to provide the City with copies of or electronic links to reports filed by NSPW with the United States Environmental Protection Agency (“EPA”), including monthly progress reports that describe the actions taken during the previous month and that describe all actions that are scheduled for the next six weeks, including but not limited to information regarding the status of the

performance of all remedial dredging activities performed at the Site and the placement of the final restorative layer at the Site.

- D. The Statement of Work attached to the Phase 2 Consent Decree as Appendix B required NSPW to submit the Final (100%) Remedial Design (“Final Design”) for approval by EPA.
- E. NSPW did submit the Final Design entitled “Final (100%) Design for Phase 2 Wet Dredge” and dated March 2017 to EPA, and EPA approved it.
- F. NSPW has placed stone to create a temporary rock berm (“Berm”) at the north tip of the West Peninsula as described in section 4.4 of the Final Design.
- G. Section 9.4 of the Final Design allows for the Berm to be left in place if the City proposes to keep it as a permanent structure, provided the City obtains a permit under chapter 30 of the Wisconsin Statutes (“Chapter 30 Permit”) from the Wisconsin Department of Natural Resources (“DNR”) for that purpose.
- H. The City does propose to keep the Berm as a permanent structure and is pursuing a Chapter 30 Permit for that purpose.
- I. NSPW has requested the following agreement as a condition of leaving the Berm in place.

#### **AGREEMENT**

THEREFORE, the City, and NSPW agree as follows:

1. **DEDICATION AND TRANSFER OF OWNERSHIP.** Within 90 days of of “completion of remedial dredging” at the Site,” and at the same time NSPW transfers a separate breakwater at the Site to the City, NSPW shall deliver a written instrument to the

City dedicating and conveying ownership of the Berm to the City (“Transfer”). For purposes of this Agreement and the Breakwater Agreement, “completion of remedial dredging” will be determined by NSPW in its sole discretion, but no earlier than NSPW’s receipt of analytical data collected from confirmation sampling that will be performed following placement of the restorative layer, as described in Section 9 of the Final (100%) Design for Phase 2 Wet Dredge. Upon the City’s receipt of the written instrument, any ownership interest that NSPW has in the Berm shall be dedicated and transferred to the City. The Transfer shall take effect irrespective of whether the City has secured a Chapter 30 Permit for the Berm by the time of Transfer.

2. PERMIT RESPONSIBILITY. The City shall be responsible for obtaining a Chapter 30 Permit for the Berm. NSPW shall have no obligations with respect to the Chapter 30 Permit or any other permits, approvals, or similar authorizations required for the Berm to remain in place upon Transfer to the City.

3. TERMINATION. If, prior to Transfer, EPA, DNR or other federal or state agency requires NSPW to remove the Berm or removal of the Berm is required for NSPW’s performance of the Work, then (a) this Agreement shall be void, (b) NSPW and the City shall have no further obligations under this Agreement, and (c) any actions taken by NSPW or the City pursuant to this Agreement shall be void. NSPW shall have no liability to the City for removal of the Berm or nullification of this Agreement under this section 3.

4. TRANSFER AS IS. The City acknowledges that the Berm was constructed as a temporary structure for purposes of the Phase 2 remedial work only and not for any other purpose, and further acknowledges that additional work may need to be completed

to convert the Berm into a permanent structure. Specifically, the Transfer under section 1 of this Agreement is made on an "AS IS, WHERE IS" basis, with all faults. NSPW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WITH RESPECT TO THE BERM (INCLUDING, WITHOUT LIMITATION, NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OR COMPOSITION OF THE DESIGN OR CONSTRUCTION OF THE BERM OR AS TO THE SUITABILITY OF THE BERM FOR ANY USE OR PURPOSE). ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

5. RISK ALLOCATION.

(a) PRE-TRANSFER. NSPW shall be responsible for the operation, use, repair, and/or maintenance of the Berm prior to the Transfer. NSPW shall release and hold harmless the City, its respective successors and assigns and/or its officers, employees and agents from and against any and all claims and causes of action brought prior to the Transfer and that arise from events that occur prior to the Transfer due to NSPW's (or its contractors, agents, or employees) construction, use, and maintenance of the Berm.

(b) POST-TRANSFER. The City shall be solely responsible for the Berm after the Transfer, including without limitation the permitting, ownership, operation, use, maintenance, repair, removal and/or replacement of the Berm. After the Transfer, the Berm shall be under the sole care, custody, and control of

the City. Upon Transfer, the City shall release NSPW (including its respective parents, subsidiaries, successors, assigns, officers, employees, agents, and contractors) from and against any and all liabilities, claims, demands, damages, actions and causes of action arising from the permitting, construction, ownership, operation, use, maintenance, repair, removal and/or replacement of the Berm,, including but not limited to: (i) any physical injury to any person; and (ii) any known, unknown, or latent construction defects, whether material or not (collectively, "Claims Subject to Release"). The City shall hold harmless and indemnify (to the extent permitted by law) NSPW (including its respective parents, subsidiaries, successors, assigns, officers, employees, agents, and contractors) from and against any and all Claims Subject to Release that are brought on or after the Transfer and arise from events occurring on or after the Transfer.

6. NO THIRD-PARTY BENEFICIARY. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreement.

7. EFFECTIVE DATE: Except as otherwise provided herein, this Agreement shall be effective upon signing by the parties.

8. AUTHORITY TO SIGN. NSPW and the City each represents and warrants to the other that it has all necessary power and authority to enter into and perform the obligations contemplated hereby and the execution of this Agreement and the performance of each of its obligations contained herein has been duly authorized.

9. ASSIGNMENT; AMENDMENT. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party, but nothing herein shall prohibit NSPW or the City from subcontracting the activities to be performed under this Agreement to a contractor or subcontractor. No amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

10. SEVERABILITY. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

11. COUNTERPARTS; APPLICABLE LAW. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Wisconsin.

THE CITY OF ASHLAND

By: \_\_\_\_\_  
Debra S. Lewis  
Mayor

Date: \_\_\_\_\_

NORTHERN STATES POWER COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Final Design Plan

## 9 Site Restoration

After the completion of final sediment confirmation sampling and any potential re-dredging, NSPW, in consultation with the Agencies, will determine when to discontinue further contingency actions and/or dredging passes. Following Agencies' confirmation (see Section 5.7.3), a clean restorative layer will be installed. This restorative layer installation process is expected to occur in early 2018, following ice-out and establishment of safe on-water operating conditions. The restorative layer will provide habitat for benthic organisms, and will prevent exposure to material below the restorative layer.

### 9.1 Restorative Layer Material Specification

The restorative layer will consist of a 6 inch thick layer of imported washed sand with P<sub>200</sub> content no greater than 0.5%. The restorative layer will be placed over all sediment inventory dredge areas and on the null areas as depicted on Drawing No. 11. The gradation of the material, which is modified only slightly from that placed during the Wet Dredge Pilot Study to reduce the fines content, is presented in Table 9-1.

**Table 9-1**

#### **Restorative Layer Material Gradation**

Sieve Size	Percent Passing
1 1/2 inch	100
No. 4	60-100
No. 10	45-85
No. 40	5-25
No. 200	0-0.5

### 9.2 Placement and Confirmation of Restorative Layer

The restorative layer is expected to be placed in one lift, and is planned to be placed with a broadcast system. As a contingency, it may be placed using the same equipment that was used for mechanical dredging (after it has been cleaned and decontaminated). The restorative layer material will either be hydraulically or mechanically transported to the broadcast spreader barge for placement. Once at the placement barge, the material will be broadcasted onto the dredged lakebed, including null areas. The restorative layer will be placed on dredged slopes from the toe of the slope upward. It is anticipated that the lower portions of the lift will partially mix with underlying sediments during placement. Routine water quality in-situ measurements and COC sampling will continue during installation of the restorative layer in accordance with the *Monitoring Plan*.

After the restorative layer is placed, thickness verification sampling, in accordance with the procedures described in the *Monitoring Plan*, will be conducted to ensure that the 6 inch minimum thickness has been met.

If a thickness confirmation sample shows inadequate material at a location, the area of non-compliance will be delineated by additional thickness checks and/or hydrographic survey. The area of non-compliance will then receive a second pass of restorative layer material so that it meets the required thickness. When thickness verification sampling meets the specification requirements at the location, the 0-6 inch interval from the location will be submitted for COC analysis as described in the *Monitoring Plan*.

### **9.3 Considerations Regarding Amendments to the Restorative Layer**

Although the results of the *Pilot Study* successfully demonstrated that the performance standards with respect to SWAC can be achieved with wet dredging, unexpected conditions may arise during Phase 2 Wet Dredge operations that require consideration of augmentation of the final restorative layer to ensure long-term maintenance of surface tPAH concentrations. If unexpected conditions arise during Phase 2 operations that require consideration of augmentation of the final restorative layer to ensure surface tPAH concentrations meet the *ROD SWAC* requirements, NSPW may elect to augment the final restorative layer with an activated carbon or organoclay amendment. If NSPW elects to augment the final restorative layer, a design addendum would be vetted with the Agencies through an adaptive approach and subject to Agencies' review and approval. The design addendum would provide detailed information on what material will be used to augment the restorative layer and what biological benefit such material may have on the benthic and fish community.

### **9.4 Habitat Enhancement Features**

During the preparation of the Wet Dredge Pilot Study reports, the Agencies expressed interest in NSPW deploying habitat enhancement materials for the full-scale Phase 2 Wet Dredge project in addition to the sand restorative layer. The sand restorative layer in and of itself will provide a habitat enhancement as macroinvertebrates such as burrowing mayflies begin to migrate into the clean restored sand of the Site as suggested by Brunk et al. (2014). Additional aquatic species would benefit from placement of additional materials on the lakebed, beyond what the sand in the restorative layer can provide, in terms of suitable habitat for feeding, spawning, and refuge. Smallmouth bass prefer areas containing multiple habitat features. In a study by Bozek et al. (2002), preferred spawning habitat for smallmouth bass consisted 40% of substrate ranging from 2-6 inches with adjacent larger embedded cobble for refuge. Walleye spawning generally consist of substrate materials 2-8 inches in diameter with rounded edges (sand substrate does not provided natural walleye spawning habitat (WDNR, 2016). Yellow perch spawn on a variety of substrates including sand, rubble, gravel, and submerged vegetation in sheltered areas (Niebur et al., 2015).

Strategically placed heterogeneous substrates ranging from 2-8 inches in diameter in select areas of restorative layer placement, in a fragmented design, can provide suitable habitat for multiple species inhabiting Chequamegon Bay. The fragmentation would provide microhabitats within the Breakwater area, offering an assortment of species preferred habitats, and in turn, leave sand of the restorative layer exposed for sand-dependent species. The larger substrate would provide

areas of stability allowing periphyton and diatom growth providing a food source for macroinvertebrates and thus a food source for larval and juvenile fishes.



The rock material used for extending the West Peninsula is proposed to be removed at the completion of restorative layer placement in 2018. This rock material will be beneficially re-used to construct the microhabitats discussed in this Section 9.4.

On Figure 9-1, areas of conceptual enhanced restorative layer microhabitats are numbered 1-8. The microhabitats shown consist of rock substrates ranging from 2-8 inches in diameter. The rock substrates would require placement by mechanical means after the restorative layer is placed. The conceptual locations shown on Figure 9-1 were selected to not present a navigation hazard, based on current understanding of intended future use of the area. Prior to implementation in 2018, the specific number, locations and final proposed surface elevations for the features will be discussed with the City for approval and will be presented to the Agencies, scheduled for submittal before the end of 2017. FE JV will use all recoverable material used for extending the West Peninsula as the habitat enhancement material; no additional material will be imported from off-site.



If the City were to come forward to the Agencies with an alternative proposal to keep the rock berm on the north tip of the West Peninsula as a permanent structure, separate from the Phase 2 Wet Dredge project, the City would need to address any associated Chapter 30 Permit requirements. If that were to occur, FE JV would import core stone material (or equivalent) for the habitat enhancement material (quantity to match quantity used to construct the West Peninsula extension).

Microhabitats 1 (100 x 100 foot) and 3 (100 x 200 foot) would provide benefits to a multitude of species and their life histories. Adjacent to the 150- and 40-foot gaps within the Breakwater, habitats 1 and 3 would be exposed to currents circulating through the Breakwater basin, therefore offering feeding ambush and spawning areas for species needing subtle water currents. Nearby Breakwater armor stone will offer refuge for juvenile and adult fish. For species requiring rock substrate with little or no water currents, microhabitats 2 and 4-8 (50 x 50 foot) would be suitable for spawning and feeding.

Substrates in Chequamegon Bay have been characterized as sand, fine sand, clay, and silt (Hoff and Bronte, 1999). The addition of 2-8 inch diameter rock placed in several microhabitats within the Breakwater basin will provide optimal spawning and feeding habitats for multiple fish species and habitat for benthic macroinvertebrates at various depths. With the Breakwater protecting the basin, no littoral nest destruction caused by wave action should occur.



"Access Agreement without Berm"  
(and with last provision)  
(Sec. 3)

FOURTH AMENDMENT OF COOPERATION AND ACCESS AGREEMENT

RECITALS

- A. The City of Ashland, Wisconsin ("City") and Northern States Power Company ("NSPW") are parties to a Cooperation and Access Agreement ("Access Agreement") effective as of October 30, 2012.
- B. The Access Agreement was amended by the First Amendment of Cooperation and Access Agreement dated March 25, 2014; by the Second Amendment of Cooperation and Access Agreement executed by NSPW on May 21, 2015; and by the Cooperation and Settlement Agreement executed by the City on April 27, 2016.
- C. The City and NSPW are also parties to other agreements related to the Ashland/Northern States Power Lakefront Superfund Site ("Site" as defined in the Access Agreement), including (1) a Breakwater Agreement between the City and NSPW effective as of May 19, 2015, and (2) a Remediation Easement which was recorded in December 2014.
- D. The City has since acquired ownership of property ("Railroad Property") within the Site, which was previously owned by Wisconsin Central Ltd.
- E. NSPW has requested a fourth amendment of the Access Agreement to cover the Railroad Property.

THEREFORE, NSPW and the City agree as follows:

- 1. The term City Property as used in the Access Agreement is amended to include the Railroad Property.
- 2. A revised Exhibit B is attached to depict the areas added to the City Property by this amendment of the Access Agreement. Exhibit B also shows areas, depicted in green, that are public right-of-way areas, and areas, depicted in yellow, over the peninsula and breakwater areas at the Site that the City agrees NSPW may access if necessary for performance of the Work, without determining whether such areas fall within the definition of City Property.

3. The following provision is added to section 14 of the Access Agreement as subsection (d): "The City shall assume all risk and bear all responsibility for any damages arising out of, or resulting from, any City activities performed at the Site that damage or interfere with the performance or integrity of the remedy or the Work. This section is not intended to affect either Party's liability, or lack thereof, with respect to any pre-existing Site contamination."

THE CITY OF ASHLAND

By: \_\_\_\_\_  
Debra S. Lewis  
Mayor

Date: \_\_\_\_\_

NORTHERN STATES POWER COMPANY

By: \_\_\_\_\_

Date: \_\_\_\_\_

# **REVISED EXHIBIT B**



"Access Agreement Without  
Term or Sec. 3"

FOURTH AMENDMENT OF COOPERATION AND ACCESS AGREEMENT

RECITALS

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THE CITY OF ASHLAND

By: \_\_\_\_\_  
Debra S. Lewis  
Mayor

Date: \_\_\_\_\_

NORTHERN STATES POWER COMPANY

By: \_\_\_\_\_

Date: \_\_\_\_\_

# **REVISED EXHIBIT B**



"Access Agreement With Berm"  
(and with last provision)

FOURTH AMENDMENT OF COOPERATION AND ACCESS AGREEMENT

RECITALS

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- D. Pursuant to section 9.4 of the Final (100%) Design for Phase 2, Wet Dredge, the City proposes to keep the rock berm ("Rock Berm") on the north tip of the West Peninsula as a permanent structure and has applied to the Wisconsin Department of Natural Resources for a chapter 30 permit for that purpose.
- E. NSPW has requested a fourth amendment of the Access Agreement to cover the Railroad Property and the Rock Berm.
- F. The City and NSPW have entered into a Berm Agreement of even date herewith providing for the transfer of any NSPW ownership interest in the Rock Berm to the City.

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THE CITY OF ASHLAND

By: \_\_\_\_\_  
Debra S. Lewis  
Mayor

Date: \_\_\_\_\_

NORTHERN STATES POWER COMPANY

By: \_\_\_\_\_

Date: \_\_\_\_\_

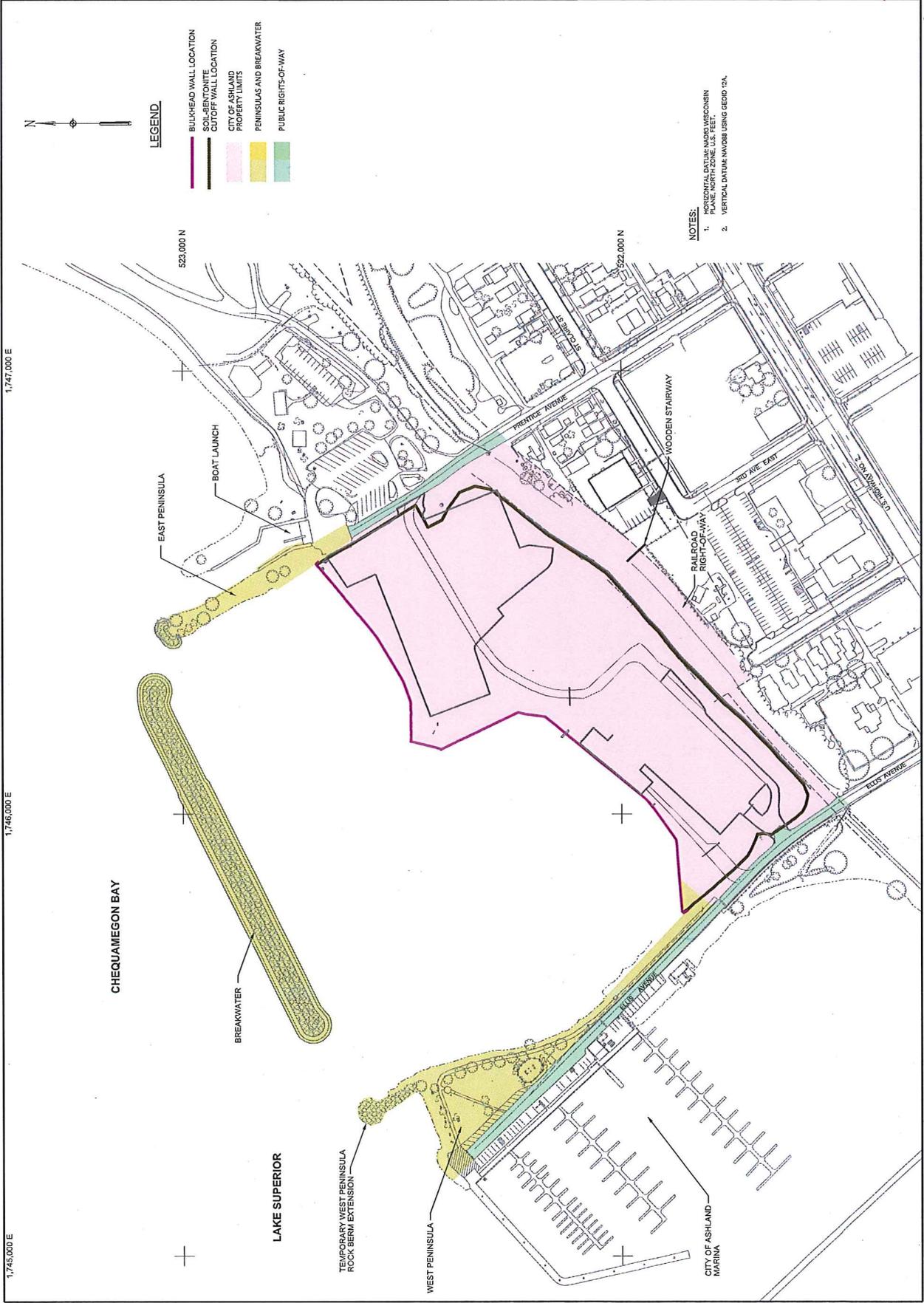
# **REVISED EXHIBIT B**

**Joint Venture**  
**Foth** Envirocon  
 Foth Infrastructure & Environment, LLC  
 701 Pioneer Court, Suite 200  
 P.O. Box 9126  
 Eau Claire, WI 54601  
 Phone: 608-725-2500 Fax: 608-725-2515  
**REUSE OF DOCUMENTS**  
 THIS DOCUMENT IS THE PROPERTY OF FOTH AND ENVIROCON. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE TITLE BLOCK. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

ASHLAND/NSP LAKEFRONT SITE  
 NORTHERN STATES POWER COMPANY  
 ASHLAND COUNTY  
 WISCONSIN

REVISIONS	
NO.	DATE
1	12/11/2018
2	01/23/2019
3	02/27/2019
4	03/27/2019
5	04/23/2019
6	05/23/2019
7	06/20/2019
8	06/20/2019
9	06/20/2019
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96	06/20/2019
97	06/20/2019
98	06/20/2019
99	06/20/2019
100	06/20/2019

CITY OF ASHLAND  
 PROPERTY LIMITS  
 HORIZONTAL SCALE:  
 0 100' 200'  
 PROJECT ID: 180001  
 1



"Access Agreement with Berm  
No Section 4"

FOURTH AMENDMENT OF COOPERATION AND ACCESS AGREEMENT

RECITALS

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THE CITY OF ASHLAND

By: \_\_\_\_\_  
Debra S. Lewis  
Mayor

Date: \_\_\_\_\_

NORTHERN STATES POWER COMPANY

By: \_\_\_\_\_

Date: \_\_\_\_\_

# **REVISED EXHIBIT B**



Attachments for 8A



\* 2 0 1 8 R - 5 7 2 2 1 2 \* 2 \*

State Bar of Wisconsin Form 1-2003  
WARRANTY DEED

Document Number

Document Name

**THIS DEED**, made between CHRIS J. BOLZ AND RENEE R. BOLZ  
**HUSBAND AND WIFE**,  
\_\_\_\_\_  
("Grantor," whether one or more),  
and DIANE K. KETRING,  
\_\_\_\_\_  
("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in BAYFIELD County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See the annexed Exhibit A which is incorporated herein by reference.

I, DENISE TARASEWICZ, REGISTER OF DEEDS, BAYFIELD COUNTY, WISCONSIN, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RECORD FOUND IN MY OFFICE IN DOC# 2018R-572212  
OF RECORDS Diane K. Ketring, Plng Deputy  
DATE June 21, 2018  
REGISTER OF DEEDS

2018R-572212

DENISE TARASEWICZ  
BAYFIELD COUNTY, WI  
REGISTER OF DEEDS  
03/16/2018 01:50PM  
TF EXEMPT #:  
RECORDING FEE: 30.00  
TRANSFER FEE: 495.00  
PAGES: 2

Recording Area

Name and Return Address 10404-18  
Ketring  
30550 State Highway 3  
Ashland, WI 54806  
Title  
320 1/2 in Street West  
Ashland, WI 54806

04-020:2-47-05-12-1 02-000:30000

Parcel Identification Number (PIN)

This IS homestead property.  
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: **EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.**

Dated March 15, 2018

\_\_\_\_\_  
(SEAL) Chris J. Bolz (SEAL)  
\* CHRIS J. BOLZ  
\_\_\_\_\_  
(SEAL) Renee R. Bolz (SEAL)  
\* RENEE R. BOLZ

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_

STATE OF WISCONSIN )  
Ashland COUNTY ) ss:

\*  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

Personally came before me on March 15, 2018,  
the above-named CHRIS J. BOLZ AND RENEE R. BOLZ,  
HUSBAND AND WIFE,  
to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:  
ATTORNEY MATTHEW F. ANICH, SB#1017169  
DALLENBACH, ANICH & WICKMAN, S.C., ASHLAND, WI

\* Matthew F. Anich  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 2/16/22)

(Signatures may be authenticated or acknowledged. Both are not necessary.)  
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

\* Type name below signatures.

**EXHIBIT A  
TO  
WARRANTY DEED**

A parcel of land in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼), Section Twelve (12), Township Forty-seven (47) North, Range Five (5) West, Town of Eileen, Bayfield County, Wisconsin, described as follows:

Starting at a point where a line parallel to and lying 545.5 feet East of the West line of said NW¼ NE¼ intersects the South line of the Northern Pacific Railway Company right-of-way, now the Tri-County Recreation Corridor, thence South parallel with the West line of said forty to a point on the North right-of-way line of State Highway 137; thence Westerly along the North right-of-way line of State Highway 137 to the Southwest corner of said forty; thence North 491 feet to a point where the center line of the town road and the South line of the Northern Pacific Railway right-of-way intersect; thence Easterly along the South Northern Pacific Railway Company right-of-way line to the Point of Beginning.

**LESS THE FOLLOWING DESCRIBED PROPERTY:** To find the Point of Beginning, start at a point marked with an iron pipe that is 545.5 feet East of the West line of the said NW¼ NE¼ that intersects the Northerly right-of-way line of the State Highway 137, thence N. 10° 57' 41" W., 360.61 feet to an iron pipe on the Southerly right-of-way line of Northern Pacific Railroad; thence N. 77° 36" E., 70.7 feet, along said Southerly right-of-way to an iron pipe; thence leaving said Southerly right-of-way line, S. 00° 04' 30", 369.21 feet, parallel with the West line of said forty to the Point of Beginning.





# Wisconsin Voter Registration Application

Submitted by Mail  
(Official Use Only)

Confidential Elector ID#  
(RWVCL - sequential #) (Office Use Only)

WisVote ID #  
(Office Use Only)

**Instructions**  
Instructions for completion are on the back of this form. Return this form to your municipal clerk, unless directed otherwise.  
 Proof of Residence (see reverse) must accompany this application unless you are a military or permanent overseas voter. If this is a change of address, upon completion of this application your voting rights will be cancelled at your previous residence. Please print your information clearly and legibly. Fill in circles as applicable.

2

1  
 New WI Voter  
 Name Change  
 Address Change  
Municipality  Town  Village  City **Elieen**  
County **Bayfield**

2  
WI Driver License or WI DOT-issued ID #  
(Req. if not expired or cancelled) **K365-7525-0049-09** Expiration Date **02/09/2022**  
Social Security Number - Last Four Digits  
(Req. if driver license or state ID is not issued, has expired, or has been cancelled) **XXX-XX-**

I have neither a WI Driver License/ID nor a Social Security Number.

3  
**Current**  
Last Name **Ketting** First Name **Richard**  
Middle Name **Lee** Suffix (e.g. Jr, II, etc.) Phone # **715-682-8095**  
Date of Birth (MMYY) **2-9-50** Email Address  
If you are a military or permanent overseas elector, fill in the appropriate circle (see instructions for definitions)  Military  Permanent Overseas

4  
Residence Address: Street Number & Name **30550 Highway 137**  
Apt. Number City **Ashland** State & ZIP **WI 54806**

5  
Mailing Address: Street Number & Name  
Apt. Number City State & ZIP

6  
**Previous**  
Last Name First Name  
Middle Name Suffix (e.g. Jr, II, etc.)

7  
Previous Address: Street Number & Name **504 10th Ave W**  
Apt. Number City **Ashland WI** State & ZIP **WI 54806**

8  
Accommodation needed at poll location (e.g. wheelchair access):  
 I am interested in being a poll worker.  
If you do not have a street number or address, use the map to show where you live.  
• Mark crossroads Example   
• 'X' where you live  
• Use dots for landmarks

9  
Please answer the following questions by filling in "Yes" or "No"  
1. Are you a citizen of the United States of America?  Yes  No  
2. Will you be 18 years of age or older on or before the first election at which you will offer to vote?  Yes  No  
If you filled in "No" in response to EITHER of these questions, do not complete this form.

10  
I hereby certify, to the best of my knowledge, that I am a qualified elector, a U.S. citizen, at least 18 years old or will be at least 18 years old at the time of the first election at which I will offer to vote, having resided at the above residential address for at least 10 consecutive days immediately preceding this election, with no present intent to move. I am not currently serving a sentence including incarceration, parole, probation, or extended supervision for a felony conviction, and not otherwise disqualified from voting. I certify that all statements on this form are true and correct. If I have provided false information I may be subject to fine or imprisonment under State and Federal laws. **If completed on Election Day**; I further certify that I have not voted in this election. Please sign below to acknowledge that you have read and understand the above.

11  
Elector Signature **X** Today's Date **4/3/18**  
Proof of Residence Type (Official use only) **Wisconsin**  
Proof of Residence # (Official Use Only) **K365-7525-0049-09**  
Election Day Voter # (Official Use Only) **Letter from City of Ashland 141**

Falsification of information on this form is punishable under Wisconsin law as a Class I felony.

12  
Assistant Signature: Assistant Address:

Official's Signature: Date Complete & POR Received **4/3/2018** SRDs printed name and SRD#: **Anne Wickman**

Ward Sch. District Alder Ctv. Suor. Cl. of Aoo. Assembly St. Senate Constress

*Final notice of 2018 election to the voters*

# A S H L A N D

*City of Ashland, Wisconsin*

601 Main Street West Ashland, WI 54806 [www.coawi.org](http://www.coawi.org)

Ashland City Clerk's Office  
601 Main Street West  
Ashland WI 54806  
Phone 715-682-7071  
Fax 715-682-7048

March 16, 2018

Diane & Richard Ketring  
30550 State Highway 137  
Ashland, WI 54806

Dear Diane & Richard,

For the April 3, 2018, Election you may register to vote from your new address at 30550 State Highway 137. For your registration you will need to provide both your current driver's license number and proof of residence. This letter from the City of Ashland will constitute proof of residence for both Diane and Richard Ketring.

If you have any questions please let me know.

Sincerely,

Kim Westman, Elections Clerk  
City of Ashland  
601 Main Street West  
Ashland, WI 54806  
715-682-7071

Community Development Database

Property Identification | Permits | Property Concerns | Property Photos

Parcel ID#	Permit #	Permit type	Contractor ID	
685	6627	Residential-Remodeling, Alte		
Description of work		Conditions of Approval	Permit issued?	Value of work
Repair fire damaged structure back to i		IVAC and final inspections.	Yes	\$180,000.00
Permit fee		Additional permit fee	Total permit fee	
\$450.00		\$0.00	\$450.00	
Amount Paid	Method of Payment	Check Number	Date permit issued	Permit issued by?
\$450.00	Check	11297	3/2/2018	Bob Miller
Follow Up Inspection Required?		Yes		
Inspect for?		Rough in and final inspections.		
Follow up inspection date		3/15/2018	Follow up/ Contact Closed	No
Inspections and Contacts				
Permit #	Inspector	Inspection/Follow up Date		
6627		6/14/2018		
Findings				

Record: 1 of 1 | No Filter | Search

Record: 1 of 5 | No Filter | Search

# City Base map



June 14, 2018

Parcel Labels

Parcel Mapping

City of Ashland Public Works Department, GIS Division  
Copyright City of Ashland Public Works Department, GIS Division

Alt. Parcel #:

CITY OF ASHLAND  
ASHLAND COUNTY,  
WISCONSIN

<b>Owner and Mailing Address:</b> DIANE K. LAVOTA 504 10TH AVE W ASHLAND WI 54806		<b>Co-Owner(s):</b>	
<b>Districts:</b>		<b>Physical Property Address(es):</b> * 504 10TH AVE W	
<b>Dist#</b>	<b>Description</b>	<b>Parcel History:</b>	
1700	VTAE DISTRICT	<b>Date</b>	<b>Doc #</b>
0170	ASHLAND SCHOOL DIST	06/06/1994	243102
		<b>Vol/Page</b>	<b>Type</b>
		455/657	WD
<b>Legal Description:</b>		<b>Acres:</b> 0.340	
LOTS 7 & 8 BLOCK 90 ASHLAND PROPER & PART OF THE SW1/4 NE1/4 SECTION 5 T47N R4W KNOWN AS BEASER STRIP			

<b>Plat</b>	<b>Tract (S-T-R 40% 160% GL)</b>	<b>Block/Condo Bldg</b>
* N/A-NOT AVAILABLE		

**2017 Valuations:**

Values Last Changed on  
08/19/2016

Class and Description	Acres	Land	Improvement	Total
G1-RESIDENTIAL	0.340	14,500.00	96,700.00	111,200.00
<b>Totals for 2017</b>				
General Property	0.340	14,500.00	96,700.00	111,200.00
Woodland	0.000	0.00	0.00	0.00
<b>Totals for 2016</b>				
General Property	0.340	14,500.00	96,700.00	111,200.00
Woodland	0.000	0.00	0.00	0.00

**2017 Taxes**

**Bill #** 548      **Fair Market Value:** 118,300.00      **Assessment Ratio:** 0.9395

	Amt Due	Amt Paid	Balance	<b>Installments</b>	
				End Date	Total
Net Tax	2,579.37	2,579.37	0.00	1   01/31/2018	1,232.55
Special Assessments	0.00	0.00	0.00	2   07/31/2018	1,346.82
Special Charges	0.00	0.00	0.00	Net Mill Rate 0.024810684	
Delinquent Charges	0.00	0.00	0.00	Gross Tax 2,956.42	
Private Forest Crop	0.00	0.00	0.00	School Credit 197.48	
Woodland Tax	0.00	0.00	0.00	Total 2,758.94	
Managed Forest Land	0.00	0.00	0.00	First Dollar Credit 65.30	
Prop Tax Interest		0.00	0.00	Lottery Credit 1 Claims 114.27	
Spec Tax Interest		0.00	0.00	Net Tax 2,579.37	
Prop Tax Penalty		0.00	0.00		
Spec Tax Penalty		0.00	0.00		
Other Charges	0.00	0.00	0.00		
<b>TOTAL</b>	<b>2,579.37</b>	<b>2,579.37</b>	<b>0.00</b>		

Interest Calculated For 06/15/2018

(Posted  
Payment Payments)

Date	Receipt #	Type	Amount	Note
12/28/2017	4656	T	2,579.37	CK#1257 NSB

Key



# Ashland

W I S C O N S I N

April 11, 2018

Mr. Richard Ketring  
P.O. Box 187  
Ashland, WI 54806

Ré: Residency in Ward 2, Ashland

Dear Richard:

State law provides that local elective offices become vacant when the incumbent ceases to be a resident of the "district or area from which elected." Section 17.03(4)(c), Wis. Stats. Everyone in the City is certainly sympathetic to the circumstances under which you and your family had to vacate your home in Ashland's Second Ward. As long as it was your intention to return to your house in the Second Ward, your residency there and your qualifications to represent the Ward in the City Council would not be questioned.

There have lately been a number of indications that you do not intend to return to the Second Ward, including your purchase of a home in the Town of Eileen, your voting in the Town of Eileen, and statements by you and your wife that you do not intend to return to the City. These raise a significant enough probability of your no longer being a resident of the Second Ward that to ignore them would be inconsistent with my oath as City Attorney.

It is not for me to decide if you remain a resident of Ward 2. State law provides that the City Council is the judge of the qualifications of its members. Section 62.11(3)(a), Wis. Stats. However, the City Council can never be in a position to act under that section unless the matter is placed on a Council agenda, which requires an administrative act.

The last thing I intend is to cause you any embarrassment or discomfort regarding this issue. You have represented your ward with vigor and enthusiasm, and losing you from the Council would create a large void. It could be, as I have heard, that you believe that since you were a resident when you were elected you are entitled to serve out your term. As the citation to Section 17.03 shows, that is not the law. You may also believe that you may remain in office because an earlier Council member in similar circumstances did the same. I am unfamiliar with any previous situations but believe each situation must be viewed on its own merits. Finally, I may be mistaken as to the facts, but these are the beliefs that are abroad in the community and they need to be addressed.

Mr. Richard Ketring  
April 11, 2018  
Page 2

I would like to ask you to consider whether your resignation from the Council is appropriate. If you believe it is, please tender your resignation by May 1, 2018. If the City Clerk does not receive your resignation by that date, I will ask the Clerk to put on a subsequent Council agenda a due process hearing so that the Council can make a determination of your qualifications. I have included a copy of an article from the League of Wisconsin Municipalities which you may find helpful.

I continue to have the utmost respect for your service as a member of the City Council.

Sincerely,



David J. Siegler  
Ashland City Attorney  
DS/kw

cc: Denise Oliphant  
Deb Lewis  
Tyler Wickman

*Find yourself next to the water.*

**ASHLAND**

CITY OF ASHLAND, WISCONSIN

May 31, 2018

VIA EMAIL and 1<sup>ST</sup> CLASS MAIL

Richard Ketring  
P. O. Box 187  
Ashland, WI 54806

**RE: Residency in Ward 2, Ashland**

Dear Mr. Ketring:

As you know, I have taken over as City Attorney for David Siegler. I have reviewed Mr. Siegler's April 11, 2018 letter directed to you regarding your continuation as an alderman for Ward 2 in light of your residency situation. This letter is to follow up on Mr. Siegler's April 11 letter to you and to invite you to have a discussion of the matter with me.

In discussing this matter with Mayor Lewis, I suggested that the matter be brought before the Council at its June 28, 2018 meeting. This gives you approximately one month from my letter and 2½ months from Mr. Siegler's letter which had a May 1 deadline for you to respond, but for which you have yet to do so to my knowledge.

The purpose of doing this in June is two-fold, one to allow you and me to discuss the matter before the Council would receive the information and have to make a decision. It allows you the opportunity to obtain legal counsel, should you desire, to assist you as well. I would hope we could come to a stipulation of undisputed facts for the Council to consider in addition to anything else you wish to add regarding your intentions on residency. While this may seem like an adversarial process, I view it as giving the Council the objective facts and let them decide. If you have a plan to rebuild or return to your ward in a different house, please advise.

Second, should you decide to tender your resignation, it will provide an opportunity where you can be thanked for your service to the community. I agree with Mr. Siegler's sentiment in his letter that you certainly have a sympathetic circumstance to why you are no longer living in the 2<sup>nd</sup> Ward.

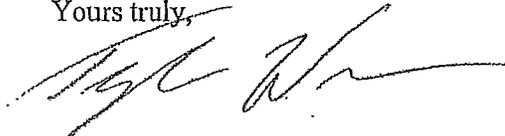
I want you to be aware that I am not just following up because Mr. Siegler's letter was not responded to. My understanding is citizens have continued to raise questions. I am providing you a copy of one such inquiry. At the time of the meeting, nearly six months will have elapsed since the fire at your home. Said citizen in the email has requested to know your timeline to

Mr. Ketring  
5/31/2018  
Page 2 of 2

comply with the residency requirement if you do not resign, especially in light of his awareness of you purchasing a home outside the City. I believe this to be a regular question others have raised.

Thus, I invite you to schedule a meeting with me to discuss your intentions and how a due process hearing will look if this matter must go before the Council. I want to make sure the Council has accurate facts and you have an opportunity to be fairly heard. I again invite you to have any lawyer, should you wish to retain a lawyer, be a part of that meeting.

Yours truly,



Tyler W. Wickman  
Ashland City Attorney

TWW/mm

cc: Mayor Debra Lewis  
City Clerk Denise Oliphant

Alt. Parcel #:

CITY OF ASHLAND  
ASHLAND COUNTY,  
WISCONSIN

<b>Owner and Mailing Address:</b> DIANE K. LAVOTA 504 10TH AVE W ASHLAND WI 54806		<b>Co-Owner(s):</b>	
<b>Districts:</b>		<b>Physical Property Address(es):</b> * 504 10TH AVE W	
<b>Dist#</b>	<b>Description</b>	<b>Parcel History:</b>	
1700	VTAE DISTRICT	<b>Date</b>	<b>Doc #</b>
0170	ASHLAND SCHOOL DIST	06/06/1994	243102
		<b>Vol/Page</b>	<b>Type</b>
		455/657	WD
<b>Legal Description:</b> LOTS 7 & 8 BLOCK 90 ASHLAND PROPER & PART OF THE SW1/4 NE1/4 SECTION 5 T47N R4W KNOWN AS BEASER STRIP		<b>Acres:</b> 0.340	

<b>Plat</b>	<b>Tract (S-T-R 40% 160% GL)</b>	<b>Block/Condo Bldg</b>
* N/A-NOT AVAILABLE		

2017 Valuations: Values Last Changed on 08/19/2016

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<b>Totals for 2017</b>				
General Property	0.340	14,500.00	96,700.00	111,200.00
Woodland	0.000	0.00	0.00	0.00
<b>Totals for 2016</b>				
General Property	0.340	14,500.00	96,700.00	111,200.00
Woodland	0.000	0.00	0.00	0.00

<b>2017 Taxes</b>	<b>Bill #</b> 548	<b>Fair Market Value:</b> 118,300.00	<b>Assessment Ratio:</b> 0.9395
-------------------	----------------------	---	------------------------------------

	Amt Due	Amt Paid	Balance	<b>Installments</b>	
Net Tax	2,579.37	2,579.37	0.00	<b>End Date</b>	<b>Total</b>
Special Assessments	0.00	0.00	0.00	1 01/31/2018	1,232.55
Special Charges	0.00	0.00	0.00	2 07/31/2018	1,346.82
Delinquent Charges	0.00	0.00	0.00	Net Mill Rate 0.024810684	
Private Forest Crop	0.00	0.00	0.00	Gross Tax 2,956.42	
Woodland Tax	0.00	0.00	0.00	School Credit 197.48	
Managed Forest Land	0.00	0.00	0.00	Total 2,758.94	
Prop Tax Interest		0.00	0.00	First Dollar Credit 65.30	
Spec Tax Interest		0.00	0.00	Lottery Credit 1 Claims 114.27	
Prop Tax Penalty		0.00	0.00	Net Tax 2,579.37	
Spec Tax Penalty		0.00	0.00		
Other Charges	0.00	0.00	0.00		
<b>TOTAL</b>	<b>2,579.37</b>	<b>2,579.37</b>	<b>0.00</b>		

Interest Calculated For 06/26/2018

(Posted Payments)

Date	Receipt #	Type	Amount	Note
12/28/2017	4656	T	2,579.37	CK#1257 NSB

Key

# Real Estate Bayfield County Property Listing

Today's Date: 6/26/2018

Property Status: Current

Created On: 3/15/2006 1:15:23 PM

## Description Updated: 3/20/2018

<b>Tax ID:</b>	15609
<b>PIN:</b>	04-020-2-47-05-12-1 02-000-30000
<b>Legacy PIN:</b>	020102708000
<b>Map ID:</b>	
<b>Municipality:</b>	(020) TOWN OF EILEEN
<b>STR:</b>	S12 T47N R05W
<b>Description:</b>	PAR IN NW NE IN DOC 2018R- 572212 197A
<b>Recorded Acres:</b>	2.710
<b>Calculated Acres:</b>	4.894
<b>Lottery Claims:</b>	1
<b>First Dollar:</b>	Yes
<b>Zoning:</b>	(R-1) Residential-1
<b>ESN:</b>	113

## Tax Districts Updated: 3/15/2006

1	STATE
04	COUNTY
020	TOWN OF EILEEN
020170	ASHLAND SCHOOL
001700	TECHNICAL COLLEGE

## Recorded Documents Updated: 9/16/2009

<b>WARRANTY DEED</b>	
Date Recorded: 3/16/2018	2018R-572212
<b>JUDGMENT</b>	
Date Recorded: 7/29/2009	2009R-527979 1022-991
<b>CONVERSION</b>	
Date Recorded: 3/15/2006	484311 662-175;792-397&734;865-906
<b>WARRANTY DEED</b>	
Date Recorded: 8/4/2003	2003R-484311 865-906

## Ownership Updated: 3/20/2018

**DIANE K KETRING** ASHLAND WI

<b>Billing Address:</b>	<b>Mailing Address:</b>
<b>DIANE K KETRING</b>	<b>DIANE K KETRING</b>
30550 STATE HWY 137	30550 STATE HWY 137
ASHLAND WI 54806	ASHLAND WI 54806

## Site Address \* indicates Private Road

30550 STATE HWY 137	ASHLAND 54806
---------------------	---------------

## Property Assessment Updated: 4/10/2017

### 2018 Assessment Detail

Code	Acres	Land	Imp.
G1-RESIDENTIAL	2.710	7,800	121,900

### 2-Year Comparison

	2017	2018	Change
<b>Land:</b>	7,800	7,800	0.0%
<b>Improved:</b>	121,900	121,900	0.0%
<b>Total:</b>	129,700	129,700	0.0%

## Property History

N/A

Transfer Return  
Full Legal Description

County: BAYFIELD EILEEN, TOWN OF  
30550 STATE HWY 137

59 of 244  
Return to Search Results

**Grantor (Seller)**  
Name: CHRIS J. BOLZ AND RENEE R. BOLZ  
Address: 63700 Vranes Road Ashland 54806  
Relationship with grantee(s):  
Grantor type:  
Ownership interest transferred: Full  
Owner interest other note:  
Grantor retains the right: None  
Grantor rights other note:

Actions  
Printable Version

Reports  
CSV Report

**Grantee (Buyer)**  
Name: DIANE K. KETRING  
Address: 30550 State Hwy 137 Ashland 54806  
Grantee type:  
Grantee certification date: 03/19/2018

Go

Links  
CSV Report Description



To go back, use 'Return to Search Results' above

**Recording Information**  
County document number: 2018R-572212  
Date recorded: 03/16/2018  
Volume/facket:  
Page/Image:

**Parcel**  
County: BAYFIELD  
Property legal description: (short - first 200 characters)  
All of parcel 04-020-2-47-05-12-1 02-000-30000 in the EILEEN, TOWN OF  
Physical property address: 30550 STATE HWY 137  
Section/township/baseline/ range/meridian: 12/47/5/W  
Subdivision, or condo/lot or unit#/block: //  
Primary residence of grantee: Yes

**Fee Computation**  
Total value of real estate transferred: \$165,000.00  
Value subject to fee: \$165,000.00  
Transfer fee due: \$495.00  
Transfer fee exemption number:  
Personal property value excluded from total value: \$0.00  
Property value exempt from local property tax: \$0.00

**Tax Bill Mailing Address**  
Send tax bill to:  
Name: Diane K. Ketring  
Street Address: 30550 State Hwy 137  
City, State Zip: Ashland, WI 54806

**Transfer and Financing**  
Transfer type: Warranty/Condo Deed / Org Sale  
Transfer type other note:  
Conveyance document type: Warranty/Condo Deed  
Conveyance code other note:  
Conveyance date: 03/16/2018  
Grantee financing: Conventional

**Physical Description**  
Property type: Land and Buildings  
Predominant use: Single Family  
Lot square footage: 0  
Total acres: 2.7  
MFLUPFC acres: 0

Feet of water frontage: 0  
Number of units: 0

Agent and Preparer

Grantor agent: NONE  
Grantee agent: NONE  
Preparer name: Choice Title

Weatherization

Subject to residential  
rental weatherization standards:  
Energy exclusion: W-11

System Information

Recording information added on: 03/19/2018  
Document locator number: 201802199939873  
Previous document number:

Full Legal Description

A parcel of land in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼), Section Twelve (12), Township Forty-seven (47) North, Range Five (5) West, Town of Eileen, Bayfield County, Wisconsin, described as follows: Starting at a point where a line parallel to and lying 545.5 feet East of the West line of said NW¼ NE¼ intersects the South line of the Northern Pacific Railway Company right-of-way, now the Tit-County Recreation Corridor, thence South parallel with the West line of said forty to a point on the North right-of-way line of State Highway 137; thence Westerly along the North right-of-way line of State Highway 137 to the Southwest corner of said forty; thence North 491 feet to a point where the center line of the town road and the South line of the Northern Pacific Railway right-of-way intersect; thence Easterly along the South Northern Pacific Railway Company right-of-way line to the Point of Beginning. LESS THE FOLLOWING DESCRIBED PROPERTY: To find the Point of Beginning, start at a point marked with an iron pipe that is 545.5 feet East of the West line of the said NW¼ NE¼ that intersects the Northerly right-of-way line of the State Highway 137, thence N. 10° 57' 41" W., 360.61 feet to an iron pipe on the Southerly right-of-way line of Northern Pacific Railroad; thence N. 77° 36" E., 70.7 feet, along said Southerly right-of-way to an iron pipe; thence leaving said Southerly right-of-way line, S. 00° 04' 30", 369.21 feet, parallel with the West line of said forty to the Point of Beginning.

Location  Google Map  
2135 Rimrock Road  
Madison, WI 53713

Contact Us  
 Email: [otas@revenue.wi.gov](mailto:otas@revenue.wi.gov)

Site Links  
[DOR Website](#)  
[Historical Data](#)  
[WI Counties](#)  
[Real Estate Transfer](#)